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A COLLECTION OF
TREATIES, ENGAGEMENTS AND SANADS

RELATING TO INDIA AND NEIGHBOURING COUNTRIES

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C. U. AITCHISON, B.C.S.

UNDER-SECRETARY TO THE GOVERNMENT OF INDIA
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CONTAINING

THE TREATIES, &c., RELATING TO THE BOMBAY PRESIDENCY. PART I—THE PESHWA, KATHIAWAR AGENCY, PALANPUR AGENCY, MAHI KANTHA AGENCY, AND THE REWA KANTHA AGENCY

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PART I.

TREATIES, ENGAGEMENTS, AND SANADS

relating to the

STATES WITHIN THE BOMBAY PRESIDENCY.

I.—THE PESHWA.

SHIVAJI, the founder of the Maratha power, began his career as a bandit at the early age of seventeen, and at the time of his death, in 1682, he had established his power over the greater part of the Konkan. He had few pretensions beyond those of a successful rebel against the declining Muhammadan power.* Most of his possessions were wrested from his son and successor, Sambhaji, who was taken prisoner by Aurangzeb and cruelly put to death, and whose son, Sahu or Sahuji, was carried into captivity. But the efforts of the Emperor to subdue the Marathas, in which he persevered till his death in 1707, were unavailing. For although he succeeded in taking most of their forts, the Marathas under different leaders revenged and enriched themselves by incursions into the imperial dominions, and overran the whole country south of the Narbada. The ill-judged bigotry of Aurangzeb, in provoking by religious persecution the Rajput Princes of Malwa, favoured the cause of the Maratha invaders. But it was chiefly during the weak reign of Muhammad Shah that the Maratha supremacy was extended.

Sahuji was released from captivity on the death of Aurangzeb; but on his return to the Deccan, he found himself opposed by his cousin, Shivaji, and his aunt, Tara Bai. He succeeded, through the ability of his minister, Balaji

* A treaty appears to have been concluded with him in 1674, which is thus described by Grant Duff:—

"The treaty consisted of twenty Articles, the substance of which the Mahrattas have preserved under four heads:—*First*, indemnification for the losses at Rajapur, with permission to establish factories at Rajapur, Dabal, Chaul, and Kalyan, and to trade all over Sivaji's territory; buying and selling at their own prices, without being liable to the imposition of fixed rates; *second*, they were only to pay an import duty of 2½ per cent. *ad valorem*; *third*, coins were to pass reciprocally; and, *fourth*, wrecks were to be restored."—*History of the Mahrattas, Vol. I, p. 264.*

Vishwanath, in recovering his rights. Being addicted to ease and pleasure, Sahuji, nominally the head of the Maratha power, established himself at Satara, of which place his successors became titular Rajas; while the real authority and actual supremacy in the Maratha confederacy devolved on Balaji, in whose family the office of Peshwa became hereditary, as offices under the Maratha rule usually did.

Balaji Vishwanath died in April 1720, and was succeeded by his son, Baji Rao, who held office for twenty years. The armies of Baji Rao ravaged Gujarat, and completely reduced Malwa, of which province he was created Subadar by the Emperor of Delhi. Baji Rao was aided in this by the policy of the Nizam, who wished to interpose the Marathas as a barrier between the Court of Delhi and his own possessions. After overrunning Bundelkhand and Hindustan, and exacting a promise of chauth, or a fourth of the revenue, of the Delhi Empire, Baji Rao returned to his southern possessions. He died in 1740 on the banks of the Narbada, when marching to renew his depredations in Hindustan. A year before his death the British Government concluded with him a Treaty (No. I), which was principally of a commercial nature.

Baji Rao left three sons: Balaji Baji Rao, Raghoba, and Shamsher Bahadur, an illegitimate son by a Muhammadan woman. The last succeeded to the Peshwa's possessions in Bundelkhand, and his descendants became the titular Nawabs of Banda. Balaji Baji Rao, commonly called Nana Sahib, succeeded his father in the office of Peshwa, after some opposition from Raghuji Bhonsla and the Gaekwar, and on his accession he went through the mock ceremony of receiving investiture from the hands of the nominal Raja, Sahu. He was of an inactive disposition, and entrusted his internal government to his cousin, Sadashiv Rao Bhao, and the command of his armies to his brother, Raghunath Rao or Raghoba. In 1755 an Agreement (No. II) was made with Balaji Rao for an expedition to reduce the power of Angria, who had established his authority on the Konkan coast within the Maratha territory, and had become so formidable by his piratical depredations that the British Government found it necessary to take vigorous measures for his destruction, in which they were willingly assisted by the Marathas. The strongholds of the pirates and their treasure were captured by a combined force under Clive and Admiral Watson in 1756. On the conclusion of the expedition a Treaty (No. III) was made with the Peshwa, which, besides securing certain commercial advantages, excluded the Dutch from the trade of the Maratha dominions, and gave the English possession of ten villages including Bankote.

In the time of Baji Rao, the Chiefs Sindhia and Holkar had risen from low positions to be the principal leaders of the Maratha armies under Raghoba. The whole of Malwa was divided between them and a few jagirdars, of whom Anand Rao Puar of Dhar was the principal. The Maratha influence was now supreme at Delhi, where the dissensions of the court had invited their interference. In 1758 the Maratha conquests were extended as far as Lahore and Multan by Raghoba. But these aggressions provoked the fifth invasion of Ahmad Shah Abdali, at whose hands the Marathas sustained a disastrous defeat at Panipat, which for a time destroyed their power in northern India. This defeat was to some extent occasioned by a temporary exchange of functions between Raghoba and Sadashiv Rao Bhao. The Peshwa survived this disaster only a few months.

Nana Sahib was succeeded by his second son, Madhav Rao Balal, then 17 years of age, under the regency of his uncle Raghoba. Shortly after his accession, his territories were threatened by the Nizam, and the Peshwa became desirous to settle some existing disputes with the British, which had arisen in consequence of attacks made on the Sidi of Janjira, an ally of the British Government. The disputes were adjusted by Treaty (No. IV). Negotiations were also entered into by the Marathas with a view to obtain military assistance from the British, but they were suddenly broken off the Marathas having in the meantime come to terms with the Nizam.

Raghoba long endeavoured to keep Madhav Rao in a state of depend ence, but the talents and address of the latter enabled him to assume the administration, which he held for eleven years. He died in 1772 without issue. The year before his death the influence of the Marathas was re-established in upper India by Sindhia, who overran Rohilkhand, detached the Emperor Shah Alam from alliance with the English, and replaced him on the throne of Delhi, where he held him in a state of tutelage.

The death of Madhav Rao was followed by the murder of his brother and successor, Narayan Rao, and the usurpation of Raghoba. A revolutionary party was formed by the chief ministers of the State in favour of Ganga Bai, widow of Narayan Rao, who, after her husband's murder, gave birth to a son, Madhav Rao Narayan. Raghoba, on the other hand, strengthened his position by negotiations with Sindhia, Holkar, and the British. Being deserted by Sindhia and Holkar, Raghoba was glad to purchase the assistance of the British by ceding Bassein, the island of Salsette, and other islands on the Bombay coast, which they had long, but unsuccessfully, endeavoured to obtain, and of which they had recently taken possession in anticipation of the places being occupied by the Portuguese. The arrangements made were reduced

on the 6th March 1775 to the form of a Treaty (No. V) ; out of which arose the first Maratha War.

The force sent to assist Raghoba gained some unimportant successes, which so pleased Raghoba that he presented to the English the districts of Hansot and Amod, then estimated to yield Rs. 2,77,000 a year. But the successes of Raghoba were short-lived. The Supreme Government in Bengal disapproved of the treaty with him, declared it invalid, and deputed Colonel Upton to negotiate with the ruling ministerial party at Poona. On the 1st March 1776 Colonel Upton concluded the Treaty of Purandhar (No. VI) ; but two of its articles were afterwards erased by mutual consent, and an additional clause was added. This treaty established peace between the British Government and the ministerial party, and dissolved the alliance with Raghoba, who vainly attempted to maintain the alliance by offering to cede the whole of Konkan and ten per cent. of all the jagirs of the Maratha Empire.

In the meantime the ministerial party split into two factions—one headed by Nana Farnavis and Sindhia, in support of the young Peshwa; and the other by Moroba, the cousin of Nana Farnavis, who was supported by Holkar and the adherents of Raghoba at Poona. By the vacillation of Holkar the party of Nana Farnavis gained the ascendancy. Nana Farnavis not only obstructed the fulfilment of the treaty of Purandhar, but was believed to have made a secret agreement with the French, which endangered the possessions of the English in the west of India; and, as Moroba's party invited the co-operation of the English, it was resolved to make a new alliance with Raghoba on the terms of the treaty of 1775, but on the understanding that he was to be placed in power merely as regent for the young Peshwa during his minority. The new Treaty (No. VII) with Raghoba was concluded on the 24th November 1778.

The Bombay troops, which were to establish Raghoba in the regency, advanced towards Poona without waiting for the column which was marching to their support from Bengal under Colonel Goddard. At Talegaon they were met by the whole Maratha force, their retreat was cut off, and they were compelled to subscribe the Convention of Wargaon (No. VIII). By this the whole of the territory acquired by the Bombay Government since the death of Madhav Rao Balal was surrendered ; and the British army was allowed to retreat after giving two hostages for the fulfilment of the engagement. The validity of this convention was disavowed, and Colonel Goddard, who reached Bombay early in 1779, was instructed to endeavour to negotiate

peace with the Poona State on the terms of the treaty of Purandhar, but with a provision for the exclusion of the French from Maratha territories.

Negotiations were continued for several months, but eventually hostilities were commenced, as the Marathas insisted on the restoration of Salsette and the surrender of Raghoba as preliminaries to any treaty. After obtaining some successes in the Konkan and Malwa, the British Government received intelligence that a confederacy had been formed against them by Haidar Ali, the Nizam and the Marathas, and deemed it expedient to make proposals for peace. The Raja of Berar was detached from the confederacy; and a separate treaty was made with Sindhia, who agreed to use his influence to bring about a general peace. The negotiations resulted in the conclusion of the Treaty of Salbai (No. IX) in 1782, by which peace was restored between the Peshwa and the English and their respective allies; the English were to abstain from giving any support or protection to Raghoba, who was to receive a provision from the Peshwa; all territories conquered from the Peshwa subsequent to the conclusion of the treaty of Purandhar were restored; the Nizam and Haidar Ali were to restore the territories they had taken from the English; and Sindhia became guarantee for the due fulfilment of the treaty by the contracting parties. Raghoba survived the conclusion of this treaty only a few months. The interpretation of article 11 of the above treaty, relating to maritime intercourse, was defined by a supplementary Treaty (No. X) on the 26th April 1783, which further provided that no protection should be given by either party to fugitives from the territory of the other.

Haidar Ali died in December 1782, but his son, Tipu, although professing acquiescence in the terms of the treaty of Salbai, continued the war with the English; and a new Treaty (No. XI) was concluded in October 1783 between Sindhia and the English on the one part, and the Peshwa on the other, to enforce his submission in accordance with the 9th article of the treaty of Salbai. Before the provisions of this treaty could be carried out, the Madras Government had made peace with Tipu by the treaty of Mangalore. This treaty, which was concluded without the concurrence of the Peshwa, the Marathas affected to consider a violation of the treaty of Salbai; but the ambitious designs which the leaders of the Maratha parties now began separately to entertain reconciled them to the arrangements which had been made.

On the first appearance of a rupture with Tipu in 1790, Lord Cornwallis directed his attention to an alliance with the Peshwa. A Treaty (No. XII) of offensive and defensive alliance was made, to which the Nizam

was admitted. The treaty of Seringapatam, concluding peace with Tipu, put the Peshwa in possession of one-third of the territories conquered from Tipu, yielding an annual revenue of 13,16,000 pagodas. After this, Hari Pant, the commander of the Maratha army, proposed to subsidise a British force for the purpose of reducing any refractory dependents of the Peshwa; but the proposal was rejected. The jealousy with which the Maratha powers now began to view the increased ascendancy of the British Government led the Peshwa to refuse the proposals of Lord Cornwallis for a mutual guarantee between the British Government, the Nizam and the Peshwa against the future aggressions of Tipu.

The chief Maratha leaders had now become allies rather than dependents of the Peshwa. Separate treaties had been concluded by the British Government with the Raja of Berar, the Gaekwar and Sindhia, and it is only in a confederacy of equals acting against a common enemy that the Maratha Chiefs again appear united. The independence of Sindhia was virtually recognised by the treaty of Salbai, and his separate conquests in northern India and Malwa, although nominally held by him as deputy of the Peshwa, gave him full control over the court at Poona.

The young Peshwa, Madhav Rao, died on the 27th October 1795, and his death was followed by dissensions which threatened the dissolution of the Maratha confederacy. These dissensions resulted in the establishment of Baji Rao, the son of Raghoba, as Peshwa through the military power of Daulat Rao Sindhia, who used his ascendancy among the Maratha Chiefs to defeat the negotiations of the British Government for an alliance with Poona. After the fall of Seringapatam in 1799, a share of the conquered territories of Mysore, yielding 2,63,000 pagodas, was offered to the Peshwa, on condition that the grant should form the basis of a new treaty similar to that which the British Government had concluded with the Nizam. But under the influence of Sindhia the offer was rejected, and the territory was divided between the British Government and the Nizam.

In the war which broke out between Sindhia and Holkar in 1801, the united forces of Sindhia and the Peshwa received a severe defeat on the 25th October 1802. The crisis was opportune for the re-establishment of British influence at Poona, and overtures for a subsidiary force made by Baji Rao, who had fled from Poona on Holkar's approach, were favourably received. On the 31st December 1802 the celebrated Treaty of Bassein (No. XIII) was signed. By this the Peshwa undertook to receive a subsidiary force of six battalions with guns, and to cede for their payment territory of the value of Rs. 26,00,000. The Peshwa was to refer to the British Government all

his disputes with the Nizam, and his claims against the Gaekwar, and was to be restored by the British Government to his full rights as head of the Maratha confederacy. A portion of the territory thus ceded was afterwards exchanged for part of the Peshwa's possessions in Bundelkhand; and this arrangement was embodied in supplementary articles to the treaty on the 16th December 1803. Baji Rao was re-established at Poona on the 13th May 1802. Holkar fled on the approach of the British force, and Sindhia, after hesitatingly expressing his acquiescence in the arrangements to be made under the treaty of Bassein, in which he saw the destruction of his scheme for obtaining control over the Poona Government, changed his plans, and formed a league with the Raja of Berar to defeat the treaty. The campaigns against these Maratha Chiefs in 1803, and Holkar in 1805, completely broke up the Maratha confederacy, and established once for all the supremacy of the British power in India. The territories then conquered from Sindhia and the Raja of Berar were distributed between the British Government, the Peshwa and the Nizam, by the partition Treaty of Poona in 1804 (No. XIV). The Peshwa's share was the city and province of Ahmadnagar.

For many years nothing occurred to interrupt the friendly relations between the British Government and the Peshwa, although the latter was somewhat dissatisfied with the terms of the settlement of his claims over the petty jagirdars within his dominions, by which his power to oppress them was limited, and they were guaranteed in their territories so long as they fulfilled their original engagements to the Poona State. But in 1815 difficulties arose from the treacherous conduct of the Peshwa and his minister Trimbakji Denglia. By the treaty of Bassein the British Government was constituted the arbitrator between the Peshwa and the Gaekwar. For the settlement of the heavy claims of the Peshwa, which were brought forward in pursuance of a scheme to revive the old Maratha policy at which Baji Rao began to aim, the minister of the Gaekwar, Gangadhar Shastri, a staunch friend of the British Government, was invited to Poona under a guarantee from the British Government of his personal safety. He was there assassinated at the instigation of Trimbakji, the Peshwa himself not being above suspicion of participation in the crime. Baji Rao was compelled to surrender his favourite minister, who was imprisoned in the fort of Thana. Trimbakji escaped in September 1816, and was concealed by the Peshwa, who, while pretending the greatest zeal for the friendship of the British Government, was making extensive preparations for war, and had opened negotiation with Holkar, Nagpur, and the Pindaris. When these facts were discovered,

the Peshwa was informed that he had grossly violated his engagements; the subsidiary force was marched upon Poona; and Baji Rao was required to surrender three of his strongest forts, and to subscribe a Treaty (No. XV) dictated to him by the British Government. The principal provisions of this treaty were obligations to seize and deliver up Trimbakji; to cede lands in lieu of the contingent maintained under the treaty of Bassein; to compromise his claims on the Gaekwar; to acknowledge the settlements made with the subordinate jagirdars in 1812; and to abstain from diplomatic intercourse with foreign powers.

The system of non-interference which the Government followed in Central India and Malwa greatly strengthened the Pindari hordes, and in 1816 their inroads into British territory made necessary a change in the policy of the British Government. The Pindaris looked much to the support of the Maratha Chiefs, but Sindhia was detached from their cause by the treaty of 1817; Amir Khan was gained over by being guaranteed in his territories; the force of Holkar was broken in the battle of Mahidpur; and after a harassing war the Pindaris were completely broken up, and their Chiefs were forced to surrender unconditionally. In the meantime Baji Rao, smarting under the humiliation to which he was subjected by the recent treaty, took advantage of the Pindari war to break off his connection with the British Government. On the 5th November 1817 he suddenly attacked and plundered the Residency at Poona. After a desultory campaign, Baji Rao was reduced to the utmost distress, and in May 1818 offered to throw himself on the generosity of the British Government. He accepted terms (No. XVI) by which he resigned his sovereign power, and agreed to reside at some place on the Ganges, receiving an allowance of Rs. 8,00,000 a year. Bithur, near Cawnpore, was selected as his future residence. The residents within the jagir which was assigned to him at Bithur were exempted from the jurisdiction of the ordinary civil and criminal courts of the country by Regulation I of 1832.

Baji Rao died on the 28th January 1851. He bequeathed all his property to his adopted son, Dhondo Pant Nana, who was recognised by the British Government as his heir. No portion of the pension granted to Baji Rao was continued to his family. The jagir at Bithur, however, was continued for the life of Dhondo Pant; but the residents were made subject to the ordinary civil and criminal courts. Dhondo Pant was the notorious Nana Sahib, who presided at the massacre at Cawnpore and took a leading part in the rebellion of 1857.

No. I.

Treaty with the Mahrattas in 1739.

ARTICLES of AGREEMENT between STEPHEN LAW, GOVERNOR of BOMBAY, &c., on the part of the HONORABLE ENGLISH EAST INDIA COMPANY, and BAJEEROW, PUNDIT PURDAN, or first MINISTER of the MOST SERENE SOU RAJAH, JULY 1739, or 1140, GENTOO STYLE.

STIPULATIONS between the GOVERNMENT of BAJEEROW, PUNDIT PURDAN, in the year 1140 of the GENTOO STYLE (ANNO DOMINI 1739) and the HONORABLE STEPHEN LAW, GENERAL of the port of BOMBAY, delivered to CAPTAIN INCHBIRD, his DEPUTY in BASSEIN.

ARTICLE 1.

The English shall only issue passes to the Company's vessels, the merchants or servants, dependents, belonging to the island of Bombay, or other places where the English have settlement; and the English shall not interfere with Bajeerow's fleet, nor give convoy to foreign vessels; save that if two or three vessels should accidentally fall into company with the English, in such case Bajeerow's fleet shall not molest them.

The English shall give their pass and colours to the vessels belonging to the port of Bombay, to the Company, or other merchants, as customary, but not to vessels belonging to those of foreign ports, who, taking pass from our Government, may navigate and carry on their trade freely. Those who shall not take our pass shall be chastised by us, and the English shall not oppose the execution. The English Government shall not, as aforesaid, give their pass or colours to foreign merchants, or convoy vessels belonging to foreign ports not having passes from this State. Our fleet will not harm two or three vessels belonging to foreign ports, if by chance they come under convoy of the English fleet whilst they continue under that convoy.

ARTICLE 2.

The English, nor their subjects or dependents, shall not freight or put their effects on board any vessels not provided with passes from Bajeerow; but if any unavoidable necessity obliges

The English shall not freight their effects, or those of their jurisdiction, on vessels not having passes from this State, and shall only freight those that have our pass; but in

them to the contrary of this, in case of such effects being seized by Bajeerow's fleet, they shall be restored to the owners, they proving their property therein.

case of such a freight through pure necessity, and the effects should be seized by our fleets, on proof being made that they belong to the English or their merchants, they shall be restored and delivered up.

ARTICLE 3.

The English will not lay any restraint on the inhabitants of other countries that have taken refuge in Bombay, in the war time, let them be coolies, carpenters, or other caste whatever, from returning to their abodes with their effects and gallivats.

The English shall lay no restraint on the inhabitants, coolies, carpenters, and all castes of people belonging to the jurisdiction of Bassein up to Demaun and other places whatever, that retired to Bombay, but shall let them come away with their effects and gallivats.

ARTICLE 4.

The English will furnish two fighting gallivats, if required, to give convoy to the fishing gallivats of Bajeerow, carrying goods or provisions, in their passage to and from Mahim and Versova.

The fishing gallivats that carry provisions or goods to and from Versova shall be convoyed in their passage, coming and going, between Versova and Mahim, by the English.

ARTICLE 5.

The English will grant free license for the export of all goods and commodities whatever, for the service of Bajeerow, and a free trade to the merchants of his country, in all sorts they may want, as iron, lead, brimstone, saltpetre, dammar, tar, sailcloth, coir, and others (excepting artillery, balls, powder, and shot), they paying the customary duties. Such things as have not before been used to pay export duty shall continue free of any as before. In like manner Bajeerow shall permit the English and their merchants the free trade of his country and liberty of export of goods and provisions, paying the customs.

All sorts of merchandize or goods (except artillery, powder, balls and shells) that the State may want, such as iron, lead, brimstone, saltpetre, dammar, coir, cloth for sails and other sorts, shall be freely supplied us: and there shall be, in no wise, any impediment given to the merchants of this jurisdiction in their procuring the above sorts, or denial from the merchants or the Company; and when exported they shall only pay the customary duties that such goods have been commonly rated at, and they shall pay no customs on those that were not before liable to any. In the same manner, there shall be no impediment given the English, the Company, or their merchants in their buying any goods or provisions from this jurisdiction, or exporting the same, paying the customs.

ARTICLE 6.

The English will preserve their dominion of the river of Mahim, as it was granted them by the Portuguese. All the merchants' vessels and fishing gallivats belonging to Bajeerow's Government shall have free passage through the said river, and five or ten sepoys, with their arms, shall be allowed to pass, being on board merchant vessels, on any service, or employed to bring intelligence.

All the command and dominion which the Government of Bombay has in the river, from Mahim to Bombay, since the time it was delivered to them by the Portuguese, shall be preserved in the same manner as has been practised from the beginning. All other commands or dominions they may have increased since, by means of their power, shall not be allowed. They shall grant free passage through the said river to all merchant vessels and fishing gallivats that carry goods to and fro (except those belonging to our fleet). They shall suffer five or ten sepoys to pass with their arms, that may be in the said vessels, on any service, or sent to bring intelligence.

ARTICLE 7.

The English will not assist any of Bajeerow's enemies, though in friendship with them, with any other or more of the sorts than what they engage to supply Bajeerow's State with; and Bajeerow shall observe the like agreement with the English.

The English shall not give assistance of any sort to the enemies of this State, though they may be their freinds.

In like manner, we will not assist the enemies to the English. All the sorts they supply this State with, they may furnish others as they please, excepting munitions of war.

ARTICLE 8.

Any person belonging to the English or Bajeerow's jurisdiction, that shall go over to either Government, such Government shall oblige him to make satisfaction to his creditors. If a slave, he shall be delivered up by compulsion.

Any person, of their side, taking refuge under either Government, let him be merchant or in pay, and owing or carrying money away with him, the creditor of such person shall go where he is and proving the debt by the arbitration of five persons, the money shall be delivered to the owner, and the person sued shall have liberty to go freely where he pleases; but if a slave he shall be delivered up by force.

ARTICLE 9.

Any vessel belonging to the English or Bajeerow that shall be driven by stress of weather, or other accidents, for shelter on the coast of either jurisdiction, all possible assistance shall be given for the refittal; but if stranded or wrecked on either shore, half of the cargo and vessel shall belong to the Government, and the other half be reserved to the owner.

Any vessel, great or small, belonging to either Government, that by stress of weather shall be driven for shelter to the coast under either jurisdiction, shall receive all possible assistance, and the masts, yards, and apparel that may have suffered be refitted, and proceed freely on her voyage. But in case the Company's or their merchants' effects shall be shipwrecked on any place of our jurisdiction, one-half shall be restored to the owners, and one-half shall remain to the State. In like manner the effects on board any vessels of our jurisdiction that may be lost at Bombay, shall be divided, half to the Company and half to the owners.

ARTICLE 10.

The fleet of Bajeerow shall not attempt any vessel, though not provided with his pass, within the limits of the stakes at Mahim, in a direct line to the mouth of the harbour, within the distance of a koss, or a koss and a half, from Underee on this side.

Our fleet will not harm any vessel navigating without a pass from this State, from the stakes at Mahim, in a direct line to the bar at the mouth of the harbour, within the distance of one koss, or one koss and a half, from Underee this way.

ARTICLE 11.

Bajeerow's fleet shall, by no means, hurt or molest the fishing gallivats, or other vessels belonging to the English or their subjects, in their navigation of these seas. In like manner Bajeerow's fishing gallivats, and other vessels belonging to him or subjects of his State, shall not be hurt or molested by the English fleet.

Our fleet will, by no means, molest any of the fishing gallivats, or other vessels belonging to Bombay, navigating these seas. In like manner our fishing gallivats, and other vessels of our jurisdiction, shall not be molested by the English fleet.

ARTICLE 12.

Bajeerow's fleet shall pass and repass freely by the bar, or in the river, at the mouth of the harbour; and in case of touching at Bombay for watering,

The fleet of this State shall go in and out of port freely, and if, at any time, it should repair to Bombay for watering, and stay some time

they shall have friendly treatment. In like manner the English fleet shall have reception and assistance in the ports of Bajeerow's jurisdiction.

there, it shall meet with assistance there. In like manner we will assist and supply the English fleet arriving at any of our ports.

ARTICLE 13.

The English will give no let or molestation to the merchant vessels laden with goods of the merchants under Bajeerow's jurisdiction, passing to and from the Rivers Negotan, Penn, and other ports: but in case of any of the said vessels importing at Bombay, and landing their effects, they shall pay the port duties.

There shall be no impediment on the part of the English to our own merchant vessels, laden with goods belonging to the merchants of our jurisdiction, and that go or come from sea into the Rivers Negotan, Penn, and other ports; but if any such vessels go into Bombay, and unload their goods they shall pay the customs. However, in the river, there shall no harm whatever be suffered to be done to such merchant vessels by any power whatever.

ARTICLE 14.

The merchant vessels belonging to the English and their subjects shall have free leave to purchase in the Rivers Negotan, Penn, and other places, provisions and all sorts of merchandize, and export the same paying the customs, and on the part of Bajeerow there shall be no impediment.

The merchant vessels of Bombay may, in the rivers of Penn, Negotan, or other whatever, purchase freely provisions, or other sorts of goods, and export them, paying the customary duties, and, on the part of this State, no impediments shall be given them.

These fourteen Articles shall be observed without failure.

These fourteen Articles, I (Chimnajee) have consented to, and they shall be observed without failure. Let this be made manifest.

The 16th of Rabillicar (or 12th July).

Confirmed by the Bombay Government on 20th July 1739.

No. II.

ARTICLES of AGREEMENT for an expedition against TOOLAJEE ANGRIA, settled in MARCH 1755, by the HON'BLE. RICHARD BOURCHIER, Esquire, GOVERNOR of BOMBAY, in behalf of the Honorable East India Company; and RAMAJEE PUNT, SOOBADHAR, in behalf of his master, NANA (BALAJEE BAJEE RAO) PUNDIT PURDAN, GENERAL of the MAHRATTAS.

1st.—That all the Marine shall be immediately under the command of the English, and the management of all affairs, both by sea and land, carried on by the approbation of both parties.

2nd.—All vessels whatever that may be taken from Toolajee (Angria) shall be equally divided between the English and Mahrattas, except the *Restoration*, which is to be the sole property of the English.

3rd.—Bankote and Himmutgur, with the river belonging thereto, and with five villages to the southward of said river, to be delivered to the English as the Honorable Company's property for ever, and the Mahrattas not to levy any additional inland duties.

4th.—The English engage to keep the sea, and prevent Angria's fleet from throwing succours into any place that may be attacked, but at this season only Soovurndoorg, Unjunwel, and Vijidoorg.

5th.—All ammunition, guns and other stores that may be taken in the several forts in Angria's territories to belong entirely to the Mahrattas.

6th.—If Manajee's territories are jointly attacked, the Fort of Khanderee with its harbour to be delivered unto the Honorable Company, with the Villages Rivans, Runjunkhar, Sarul Shamy, Mandven, Kolgaon, Donbaren, Kehim, and Avas.

7th.—Any other Articles that may be necessary to be agreed upon to be settled between the Governor and Nana Pundit Purdan.

Confirmed by the Government of Bombay on the 19th March 1755.

No. III.

TREATY with the MAHRATTAS, dated the 12th of October 1756.

ARTICLE 1.

That the Mahratta Government will never permit the Dutch to settle or come into their dominions, but, on the contrary, issue express orders to prevent their carrying on any trade therein.

ARTICLE 2.

As an Article regarding Mahim River was included in the Treaty made in the time of the deceased Bajeerow, and it having been represented that the Bundora coolies have of late begun to set up new fishing stakes, which they ought not to have done in that River, the Mahratta Government do hereby oblige themselves not to permit thereof in future.

ARTICLE 3.

As Bankote and Himmutgur have been delivered to the Honorable Company the Mahrattas do, by these presents, give them the following villages towards defraying the expenses thereof, and which are to remain the said Honorable Company's property for ever, and of which they are to be put in possession, without further delay, *viz.*, Vilass, Bag, Manly, Veswee, Chepolee, Coodook, Pundarree, Panam, Dasgom, and Comela.

ARTICLE 4.

It having been a custom, during the Governments of Angria and the Mahrattas at Bankote that the Seeddees received a chouth, or quarter part of the customs, the Mahrattas engage to satisfy the Seeddee in this particular, and that the Honorable Company do not meet with any embarrassment concerning it, nor concerning the royalty of this river, which is hereby given and made over to them for ever. In case the Seeddee should dispute complying with the foregoing, the English declare it should not retard the compliance with what may be mentioned in these Articles concerning the delivery of Ghereah.

ARTICLE 5.

Customs are to be levied by the Mahrattas on goods which pass up the river of Bankote only at Gorgom and Marr, and not any let or impediment in any of the intervening places in the said river of Bankote.

ARTICLE 6.

As Dasgom is a pass for the Vunjarrahs, or country merchants, the Mahrattas engage that such goods as are carried that way to Marr, either by the river or by land, shall not pay any duties there, but only the usual nickolla.

ARTICLE 7.

All such subjects and inhabitants of Bankote, Himmutgur, and its dependencies, as, on account of the dispute with Angria, retired to the Mahratta territories, shall, if they are content so to do, be allowed to return to the English without any impediment from the Mahratta Government; and others that in future may leave the English are to be permitted to return again, if agreeable to them, in the manner above mentioned; and such subjects as shall leave the Mahratta Government and retire to Bankote shall have liberty

to return to the Mahrattas again on their agreeing with them, and in such case the English will not impede them.

ARTICLE 8.

The Mahrattas may export from the river of Bankote, annually, for the use of their southern forts, etc., grain of all kinds, to the value of forty thousand (40,000) Rupees, and it shall be free from customs at Bankote. They shall also have liberty to export, custom free, such salt, rafters, small timbers, etc., as they may want for the use of their Sircar or Government; and in consideration thereof the Honorable Company's goods, to the amount of one hundred and fifty thousand (1,50,000) Rupees, shall annually, in like manner, be free from all customs as far as Poona, upon Dakhlas, or certificates, being produced on both sides.

ARTICLE 9.

No additional inland duties whatever to be levied on the English goods by the Mahratta Government, but only the Rahadaree Customs.

ARTICLE 10.

Junardow Buttol Phudness Mahagom, with Balajee Bajeerow, Pundit Purdan, has a patrimony, in Velass, of one garden and fifteen beegahs of batty ground, which is to remain with him; in lieu or in consideration of which Nandgoa Compra is granted to the Honorable Company.

ARTICLE 11.

The Dutch goods will not be permitted to be landed at Rajapore, nor their trade suffered to be carried on there, concerning which the Mahrattas will give proper orders: and the people under the Mahratta Government are not to trade at Rajapore; but if disputes arise with the Seeddee this is to be no obstacle to the delivery of Ghereah, as will be mentioned in a subsequent Article.

ARTICLE 12.

The Brahmins, inhabitants at Hurrasecar, and others that will pass to and from thence on pilgrimage, are to be free from paying customs, in regard to the necessaries that they may have for their own use, or to perform their ceremonies; but this does not extend to merchandize.

ARTICLE 13.

The Mahratta Government to carry grain of all kinds, timber, wood, etc., according to the custom formerly observed, but as to the power of the river, it is to be carried on agreeable to the Articles of this Treaty.

ARTICLE 14.

The Fort of Eswant Gur is to be entirely demolished, and the English, on their parts, are not to make any forts or fortifications within the nine villages, nor by the river. In like manner, the Mahratta Government are not to make any by the river of Bankote, or in the villages belonging to them. This Article, however, is not to exempt the English from building such houses and warehouses as they think proper in the villages belonging to them.

ARTICLE 15.

As all the royalty of Bankote and Himmutgur is with the English they are to take care, as much as in their power lies, to prevent the enemy prejudicing the Mahrattas through that river.

ARTICLE 16.

Ghereah Fort to be delivered within twenty-four days after the departure of the English gentlemen from Poona, together with such guns, balls, stores, etc., either of the fort or fleet, that the captors left for the service of the garrison or otherwise, or did not themselves sell; but the stores, ammunition, etc., that properly belong to the Honorable Company they are to carry away with them. The officers of Toolajee are to go where they please; and if his family (wife and children) should be desirous of returning to him the English will not impede it, but grant them free liberty so to do: and the Mahratta Government engages that Toolajee Angria shall have no place given him nor any power below the Ghaut. Balajee Bajeerow Pundit Purdan is to send an officer of credit with the English gentleman, who is to proceed with one of the Council from Bombay to Ghereah, which person belonging to the Mahratta Government, is to have in his possession the proper Sunnuds and orders regarding the delivery of Bankote and its villages; and when the Mahratta people and colours are got into Ghereah, and the English ready to go out, he is to deliver directly the said Sunnuds and orders for Fort Victoria (or Bankote) and its several villages, to the English Councillor, and then return with that gentleman to Bankote directly to see Nana's orders are effectually executed in regard to the villages.

ARTICLE 17.

These articles being concluded and agreed upon by both parties, they are to act conformable thereto, in consequence of which all disputes are to subside, and no claims are to be made by the Mahratta Government on the Honourable Company to the date of these presents.

ARTICLE 18.

All Treaties hitherto made between the Mahratta Government and English are to be observed and maintained inviolable by both parties agreeable to the tenor of them.

The foregoing Articles being agreed to by us, and accepted of by us we do, in confirmation thereof, affix to these presents the seal of the Honorable United English East India Company, and do attest the same with our own proper names in Poona, the day and year above written.

(Sd.) THOMAS BYFELD.
(„) JOHN SPENCER.

No. IV.

ARTICLES of AGREEMENT made with SEURAM PUNT TATIAH, in behalf of MADARAO BALAJEE, son of BALAJEE BAJEEROW, PUNDIT PUNT PURDAN, dated the 14th of September 1761.

ARTICLE 1.

That such of the Mahratta officers who have presumed to stop any Pattamars, and obstructed the business of the English by any impediments whatever, shall be severely punished for such their offences ; and to prevent the like happening again in future strict orders shall be issued immediately for that purpose, which if not found sufficient to answer that end, the English are to acquaint Madarao thereof ; and if redress is not obtained in reasonable time, if the English then take satisfaction of such offenders, in whatever manner may by them be thought proper, it is not to be deemed a breach of friendship between the two Governments.

ARTICLE 2.

That ample satisfaction shall be made, within two months from the date hereof, to all merchants trading under the Honorable Company's protection who have suffered in their property by any unjust or illegal actions of the Mahratta officers or subjects, in any place, shape, or manner whatever, and rigid orders issued that all assistance be afforded in future to any vessel or vessels in distress, having English colours or passes, without subjecting the owners or proprietors thereof to any impediments under the pretence of their being wrecks from the splitting of a sail, the breaking of their masts or yards and such trifling misfortunes; whereas no vessels are to be deemed wrecks but such as are driven ashore, and there break to pieces by stress of weather when the Mahratta officer and the people of the vessels are to join in saving all that is possible, which must be lodged in secure warehouses, and then one-half of what is so saved shall belong to Madarao and the other half to the owners.

ARTICLE 3.

That all Europeans and natives, either soldiers, seamen, or others in His Britannic Majesty's or the Honorable Company's pay, who may

hereafter desert from Bombay, shall be immediately secured, and returned to the nearest English settlement to such place where they may be apprehended upon landing in any part of the Mahratta country, the Governor having promised all such a free pardon and to pay any reasonable charges that may be incurred on the occasion. In like manner shall be delivered up all deserters, in the English pay, from Surat, on their being known, or immediately on receiving notice of them, within the Mahratta limits, it not being in their power to speak more positively with respect to those of Surat, as the country thereabouts is open and numbers go through it without being known. It is also agreed that whatever people, Europeans of all nations excepted, who are in the service of Madarao and may desert therefrom to the English, shall be delivered up on the same terms and conditions.

ARTICLE 4.

That proper people shall be forthwith despatched for restoring the whole jurisdiction and territories of Rajapore to the Seeddees of Junjerah in the same condition and manner as they remained before invaded and attacked by Ramajee Punt, which country is not to be molested in future by any of the Mahratta officers or subjects.

ARTICLE 5.

That all prisoners taken by the Mahrattas or Seeddees, subjects of either Government and now in their possession, shall be sent to Bombay within one month from the signing of these Articles, and mutually restored by the Governor to their freedom, and all hostilities between the Mahrattas and Seeddees shall cease from this time.

Lastly, that proper orders shall be instantly despatched to all the Mahratta officers, requiring them to show a due obedience to these Articles, which are to be confirmed under Madarao's seal, and transmitted to Bombay with all possible expedition after the signing and sealing thereof; when a counterpart of the same is to be executed by the Governor and transmitted to Poona.

In confirmation of all which I, Govind Seuram Punt Tatiah, have to this instrument interchangeably set my hand and seal (in behalf of Madarao Balajee Pundit aforesaid) at Bombay, the 14th of September 1761.

AN ADDITIONAL ARTICLE.

As to what relates to the restoration of Underee Fort and the country appertaining thereto, is submitted to Madarao's generosity, in full expectation that he will deliver them likewise, or assign over, in lieu thereof, such lands belonging to him as will prove an equivalent thereto. The same day and year above written.

No. V.

Treaty with Ragoba,—1775.

Seal of the Company.

Articles of Agreement and Treaty between the Honorable William Hornby, Esq., President and Governor, etc., Council of Bombay, and of all its dependencies, on the part and behalf of the Honorable United English East India Company on the one part, and Ragonath Rao Ballajee, Peishwa, on the other part. Dated the 6th day of March, in the year of our Lord 1775 or the third day of the month Mohurrum and year 1189 (Hegira), Mahomedan style, or the day of the month and year 1179 Gentoo style.

Article 1.

The Treaty concluded between the Government of Bombay and Bajeerow Pundit Purdan, or first Minister of His Serene Highness the Sou Rajah, dated July 1739, or 1140 of the Gentoo style ; and that concluded on the part of this Government with Ballajee Bajeerow Purdan, dated 12th October 1756, or of the Mahomedan style 17th of Mohurrum 1170, are hereby ratified and confirmed in their fullest extent, according to the full and true intent and meaning of them, in the same full and ample manner, and in the same light in which they have hitherto been ever understood.

Article 2.

All other Agreements subsisting between the Government of Bombay and that of the Mahrattas are hereby ratified and confirmed ; and, after the re-establishment of Ragoba in the Government of the Mahratta dominions, peace and tranquillity shall subsist between this Government in behalf of the Honorable Company and the Mahratta Government.

Article 3.

Ragoba, on his part and on the part of the Mahratta Government, engages from this day forward never, on any pretence or in any manner, to assist the enemies of the Honorable Company in any part whatever of their dominions in India, and the Honorable the Governor in Council of Bombay do, in the like manner, engage never to assist the enemies of Ragoba.

ARTICLE 4.

The Honorable the President and Council of Bombay, in behalf of the Honorable Company, and in consideration of the undermentioned grants and cessions made by Ragoba to the Company, do hereby engage and agree, so soon as possible after these Articles of Agreement and Treaty are fully ratified, executed, and confirmed, on the part of Ragoba, to assist him with a strong body of forces, with proper guns and warlike stores as a field train of artillery, which are to join his army and act in conjunction with his forces against his enemies, the ministerial party. In the said body of forces shall be included no less than seven hundred (700) Europeans; and the whole shall not be less in number than two thousand five hundred men: but at present only five hundred (500) Europeans, and one thousand (1,000) sepoys and lascars, with a proper and effectual number of guns, will be sent, and the rest, if wanted, afterwards.

ARTICLE 5.

In consideration of such effectual assistance on the part of the Honorable Company, Ragoba, as Peishwa and as Supreme Governor in the whole Mahratta Empire, doth hereby engage, on his part, to cede and make over to the Honorable Company, for ever, the undermentioned places and territories; and he doth accordingly, by these presents, make over the same to them in the most full, ample, and effectual manner: and he doth, with these presents, deliver the necessary Sunnuds, granting, in the fullest manner, all the present and future full right and title of the Mahratta Government to them; and, in case of the loss at any time of the Sunnuds now delivered, these presents are, at all times, to be considered as such, and of full equal validity with any Sunnud whatever:—

Bassein and the whole of its dependencies in its fullest extent, and all rents and revenues thereunto belonging, together with the fort or forts and everything belonging to the Poona Government in them.

Salsette, the whole and entire island, with all the revenues of the different places annexed to it as collected by Anunt Row and Ramajee Punt.

Jambooseer and Orpad, with the whole of their dependencies in their full extent, together with everything belonging to the Poona Government in those pergunnahs.

The four following islands adjacent to Bombay, with everything belonging to the Poona Government therein, *viz.*, Caranja, Canary, Elephanta, and Hog Island.

ARTICLE 6.

Ragoba also engages immediately to procure from the Guicowars a grant to the Company for ever, with all the necessary Sunnuds, of their share in the revenues collected by the Guicowars in the Town and Pergunnahs of Broach.

ARTICLE 7.

The Honorable Company are to be considered as the sole lords and proprietors, from the day of the signing of this Treaty, of all and every of the

places ceded by the two last Articles, in the like manner as the Poona Government or the Guicowar Government were before considered; and are accordingly, from this day forward, to exercise every right and authority in those places, and to receive every revenue which the Poona Government or the Guicowar Government before exercised or received.

ARTICLE 8.

Ragoba also engages faithfully to make good to the Company for ever the sum of seventy-five thousand (75,000) rupees annually from his share of the revenues of Occlaseer, which sum is to be paid by his Pundit, in two different payments, at stated periods.

ARTICLE 9.

Ragoba engages to pay in full, for the charges and expenses of the body of forces with which he is to be assisted, consisting of two thousand five hundred men, the sum of one hundred and fifty thousand rupees (1,50,000) monthly and every month, which the Honorable the Governor and Council agree to accept without further account, and is to commence the day the forces leave Bombay; but, as the whole number of forces will not at first proceed, he is only to pay a proportionable monthly sum, till the whole force, if necessary, may be sent to join him. He engages to pay this stipend monthly, and as security for the same, till his affairs will enable him to furnish money, which he promises to do as soon as possible, he assigns by these presents the revenues of the following places, *viz.*:—

Occlaseer, his remaining share after deducting what is before by these presents ceded to the Honorable Company.

Ahmood and all its districts.

Hansoot and all its districts.

Versaul and all its districts.

But it is hereby declared that the revenues of these places belong to the Honorable Company no longer than till the amount of the monthly stipend that may be due for the expenses of the Company's forces is fully discharged, when all further demands on these four places are to be relinquished; and in this light the Honorable the Governor and Council declare they accept those four Pergunnahs.

ARTICLE 10.

As it has been mutually agreed, during the course of this negotiation, that the sum of six lakhs of rupees should be deposited by Ragoba with the Agents of the Honorable Company, to be accounted for at the expiration of the service intended to be performed against his enemies the ministerial party, and Ragoba, finding it at this time totally impossible for him to raise the sum to be deposited, though still equally willing to do it, was it in his power, the contracting parties have mutually agreed to settle this point as follows:—That Ragoba shall immediately deposit with the Company's Agents at Surat to the full value of six lakhs of rupees, in jewels, to remain in the

Honorable Company's possession till redeemed, which must be done as soon as Ragoba's affairs will possibly admit. All this Ragoba faithfully and firmly engages to perform and the Honorable Company to accept.

ARTICLE 11.

In case of opposition from any person or persons whatever to the Company's taking possession of all or any of the places hereby firmly and effectually ceded to them, Ragoba doth engage to pay the expense that will be incurred by their gaining possession; to use effectual means to put them in possession; as well as to secure for them for ever the quiet possession of all the revenues and places now ceded to the Honorable Company,

ARTICLE 12.

Should Ragoba make peace with his enemies, the Ministers, he firmly and faithfully engages that the English East India Company shall be included in it to their satisfaction.

ARTICLE 13.

Ragoba doth also engage never to molest the dominions of the Honorable Company in Bengal. He further engages not to make war or commit any depredations in the Carnatic so long as the last Treaty subsisting between the two Governments is adhered to by the Nabob.

ARTICLE 14.

In case it should happen (which God forbid) that any of the Company's ships or vessels, or the ships, vessels, or boats of any persons trading under their protection, should be shipwrecked on any part of the Mahratta coast every assistance shall be given by the Government and inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable expenses being paid by the owners.

ARTICLE 15.

All the places ceded for ever to the Company by this Treaty are to be considered as their sole right and property from the day this Treaty is signed; and this Treaty from that day is to be considered in full force just as if the expected services were fully accomplished, whether Ragoba shall make peace with his enemies or not.

ARTICLE 16.

Immediately after the ratification of the aforegoing Articles, and after the Jewels; to the full amount of six lakhs of Rupees, are deposited, and the security above-mentioned given for the payment of the monthly expenses of the forces so long as they continue with Ragoba and till they return, all in the manner above-mentioned, the Governor and the Council engage that the Company's forces, agreeable to what is mentioned in the body of this Treaty, shall proceed from Bombay to join the army of Ragoba, and they trust, by

the blessing of the Almighty, that they will quickly overcome his enemies, the ministerial party, and establish him at Poona in the Government of the Mahratta Empire.

The foregoing Articles having been agreed to by the Honorable the President and Council of Bombay, who have empowered me to accept the same in their behalf, I do, in confirmation thereof, affix the seal of the said Honorable Company, and sign my own proper name thereto, in Surat, the day and year above written, and I do engage to procure a ratification of this Treaty, under the seal of the Honorable Company, and under the hands and seals of the Honorable the President and Council of Bombay within thirty days after this date.

(Sd.) ROBERT GAMBIER.

We, the President and Council of Bombay aforesaid, having empowered Mr. Robert Gambier to execute a Treaty with Rugonath Row Ballajee, Peishwa, in our behalf, on account of the Honorable Company, of the foregoing tenor, which he has accordingly done of the date above-mentioned, and the same having been signed to, ratified, and confirmed by Rugonath Row Ballajee, Peishwa; and whereas, by the last Article, it is covenanted and agreed that a ratification of the said Treaty shall be transmitted by us, under the seal of the Honorable Company, and under our proper hands and seals, within one month from the above date; these, therefore, are to certify that we hereby ratify and confirm the foregoing Treaty in all and every part. In testimony whereof we have caused the seal of the aforesaid Honorable Company to be hereunto affixed, and do now sign the same with our hands, and affix our proper seals thereto, this 16th day of March, in the year of our Lord 1775.

(Sd.)	WILLIAM HORNBY.	L. S.
(,,)	DANIEL DRAPER.	L. S.
(,,)	THOMAS MOSTYN.	L. S.
(,,)	BRICE FLETCHER.	L. S.
(,,)	WILLIAM TAYLER.	L. S.

By order of the Honorable William Hornby, Esq., President and Governor, etc., Council of His Majesty's Castle and Island of Bombay, and of all forts, factories, territories, forces, and affairs of the Honorable English East India Company on the west side of India and on the coast of Persia and Arabia.

(Sd.) GEORGE SKIPP,
Secretary.

L. S.

List of Sunnuds for the undermentioned places given by Ragoba Bajeerow Purdan to the Honorable Company:—

Brought forward			8		
2 Sunnuds for		Bassein.	1 Sunnud for		Elephanta.
2 Ditto	„	Salsette.	1 Ditto	„	Canary.
1 Sunnud	„	Orpad.	1 Ditto	„	Balsar.
1 Ditto	„	Jambooseer.	2 Sunnuds	„	Occlaseer.
1 Ditto	„	Broach.	1 Sunnud	„	Hansoot.
1 Ditto	„	Caranja.	2 Sunnuds	„	Ahmood.
8 Sunnuds.			16 Sunnuds.		

TRANSLATE of five SUNNUDS from RAGOBA, for BASSEIN, SALSETTE, ORPAD, JAMBOOSEER, and BROACH, all included under No. 1.

To

THE DESSMOCK AND DESPANDY, OR TO THE PUNDIT AND OMALDARS UNDER HIM.

I, Ragoba Bajeerow Purdan, having sent for a force from the Company for my assistance, in consequence of which I have discharged the former Government from the said Pergunnahs, and delivered the said Government to the English Company; therefore, you are hereby ordered to pay great submission and obedience, and give over the charge to the English Company.

Dated Zil-hitch the 11th, 1165.

TRANSLATE of five SUNNUDS from RAGOBA, for BASSEIN, SALSETTE, CARANJA, ELEPHANTA, and CANARY, all included under No. 2.

To

THE HAVILDAR AND ALL MANAGERS OF BUSINESS.

Ragoba Bajeerow Purdan, his compliments, acquainting them that the castles of all these places have been given to the Company; you are, therefore, to deliver them the charge thereof and obtain a receipt for them.

Dated the 11th Zil-hitch, 1165.

TRANSLATE of four SUNNUDS from RAGOBA, for OCCLASEER, HANSOOT, BALSAR, and AHMOOD, all included under No. 3.

To

THE GOVERNMENT OR OMALDARS.

After compliments,

That I, Ragoba Bajeerow Purdan, for and in consideration of the forces the Company have given me for my assistance, have agreed to pay them the sum of Rupees 1,50,000 every month; therefore you are to pay them the revenues of your place and take the receipt for what you pay them; and the same is to continue till their demand is discharged.

Dated the 11th Zil-hitch, 1165.

TRANSLATE of a SUNNUD from RAGOBA, for OCCLASEER, included under No. 4.

To

THE GOVERNMENT OR PUNDIT OF OCCLASEER.

After compliments,

That Ragoba Bajeerow do command you to pay, out of the revenues of your place, the sum of Rupees 75,000 to the English Company annually, which is for the assistance they have given me.

Dated the 11th Zil-hitch, 1165.

TRANSLATE of a SUNNUD from RAGOBA, for AHMOOD, included under No. 5.

To

THE ZEMINDAR OR LANDHOLDER OF AHMOOD.

That I, Ragoba Bajeerow Purdan, do command you to pay the revenues of your place to the English Company, being on account of my agreement to pay them monthly for the assistance they have given me, which is to continue till the whole of their demand is paid, and till which time your place will be as if it was mortgaged to them.

Dated the 11th Zil-hitch, 1165.

NO. VI.

TREATY between the HONORABLE the ENGLISH EAST INDIA COMPANY and the MAHRATTA STATE, 1776.

Poorunder, 1st day of March 1776.

Whereas differences have arisen amongst the Chiefs of the Mahratta State, and the Government of Bombay having taken a part therein by sending forces into the Mahratta dominions, which the Honorable the Governor-General and Council of Fort William disapprove, and being desirous of conciliating these differences, have determined accordingly to enter into such measures as may most effectually contribute to so desirable an end: They have for this purpose, therefore, authorized, deputed, and given full powers unto Lieutenant-Colonel John Upton, in the service of the Honorable the English East India Company, to conclude a peace between the Government of Bombay and the Mahratta State. And Colonel Upton, having accordingly arrived at Poorunder, has concluded a solid and firm peace, on the part of the English Company, with the Ministers, Siccaram Pundit and Ballajee Pundit, on the part of the Peishwa Row Pundit Purdhan and all the Mahratta Chiefs; and the following are the Articles of Convention which they have engaged into :—

ARTICLE 1.

Peace shall be established and take place from this day between the Honorable the English East India Company in general and the Government of Bombay in particular, and Row Pundit Purdhan and his Ministers.

Siccaram Bapoo and Ballajee Pundit, on the part of all the Mahrattas: and the following Articles are to be observed inviolably by both parties :—

ARTICLE 2.

The peace is to be forthwith proclaimed between the Honorable Company and the Mahratta State at the Presidency of Bombay and at all its dependencies, at the head of the English troops encamped at Mandavie, and in every part of the Guzerat Province where there are British subjects. The Mahratta Government will also order proclamations to be made throughout all their dominions.

ARTICLE 3.

The Peishwa, Row Pundit Purdhan, and his Ministers being desirous of having Salsette and the small islands subdued by the English in this war restored to them, do offer to give in exchange a country of three lakhs of Rupees, with its chout, etc., in the neighbourhood of Broach. Colonel Upton having declared that he could not restore the said islands, it is therefore agreed that they shall remain as they now are, and that they shall write to the Honorable the Supreme Council of Fort William, and both parties engage to abide by their determination. If the Governor-General and Council of Fort William do not restore them, they shall continue in the possession of the English, and the Mahrattas will then give up all right and title to the said islands; should the Governor-General and Council of Calcutta restore Salsette with the said islands, the English will accordingly deliver them over to the Peishwa.

ARTICLE 4.

The Mahrattas do agree to give to the English Company for ever all right and title to their entire share of the City and Pergunnah of Broach, as full and complete as ever they collected from the Moguls, or otherwise without retaining claim of chout, or any other demand whatever, so that the English Company shall possess it without participation or claim of any kind.

ARTICLE 5.

The Mahrattas do agree (by way of friendship) to give for ever to the English Company a country of three complete lakhs of Rupees, near or adjoining to Broach, on which there is to be no claim of chout, or any other demand whatsoever. Two persons on the part of the Company and two persons on the part of Row Pundit Purdhan to proceed and determine the place and boundaries, when the Peishwa will give the Sunnuds.

ARTICLE 6.

The Peishwa and Ministers agree to pay to the Company twelve lakhs of Rupees, in part of the expenses of the English army in two payments, *viz.*, six lakhs within six months of the date of this Treaty, and the other six lakhs within two years of the same date.

ARTICLE 7.

The English do agree that every part of the Guzerat country ceded to the Company by Rugonath Row, or taken possession of by them, shall be forthwith restored with all the forts and towns thereunto belonging, except what is settled by this Treaty. The country ceded to the English by Seajee or Futty Sing, Guicowar, shall also be restored when it is proved by their letters and copies of the Sunnuds granted by the former Peishwas, now in their (the Guicowars') hands, that they do not possess power or authority to make such cessions. The Pergunnahs of Chickley and Coral, with the town of Veriow, three villages of the Pergunnah of Chureassy, and the village of Batta Gang are to continue as pledges in the possession of the English till the Sunnuds for the country of the three lakhs are made over. All Treaties and Agreements subsisting between the English and Rugonath Row are hereby annulled; and those of Seajee and Futty Sing, Guicowars, are to be also annulled when the above-mentioned proofs are produced; and these Treaties are to be destroyed in the presence of the Peishwa's Ministers when they come to hand.

ARTICLE 8.

The English do agree that the troops from the Presidency of Bombay are to be marched immediately into their own garrison and districts.

ARTICLE 9.

It is agreed that Rugonath Row is to disband his army within one month of this date. His followers and adherents (except the servants about his person) are to separate within the same time; and proclamation is to be made by the Mahratta Government, granting a full pardon to all adherents and followers, and all such as have been in arms with Rugonath Row, the four following excepted, *viz.*, Abajee Mahadu, Noor Cawn Gardie, Toola Khidmutgar, and Kurrun Sing Chokydar, who for crimes and misdemeanors committed against the State, are for ever banished the Mahratta dominions.

ARTICLE 10.

If Rugonath Row refuses to disband his army the English are to withdraw their forces, and are not to assist him.

ARTICLE 11.

The conditions of the ninth Article being complied with, the Peishwa and Ministers then consent to establish a household for Rugonath Row, consisting of one thousand horse and some foot, who are to be paid and relieved at the pleasure of Government, but to obey all legal orders given them by Rugonath Row; also two hundred domestics to be chosen by Rugonath Row and paid by Government. They will also cause to be paid to Rugonath Row, to defray his other expenses, three lakhs of rupees per annum, by monthly payments, at the rate of twenty-five thousand rupees per month, conditionally that he resides at Cooper Gang, on the banks of the Gunga

Gudavery. If at any time he may want to change his place of residence application is to be made to the Peishwa, without whose permission such a change is not to take place; and he is not to cause any disturbance or carry on improper correspondence with any person.

ARTICLE 12.

It is agreed that no assistance is to be given by the English to Rugonath Row, or to any subject or servant of the Peishwa that shall cause disturbances or rebellion in the Mahratta dominions.

ARTICLE 13.

The Peishwa, Row Pundit Purdhan, and his Ministers, do declare that the chout of Bengal and its dependencies has, for time out of mind, been part of the jaghire of the Bounsello; they therefore cannot withdraw it; but if the said Bounsello, or any of his descendants, or successors, or any other person, cause disturbances by claiming or demanding the chout on Bengal or its dependencies, they do engage never to assist them themselves, or permit any Mahratta Chief dependent on them or the Rajahship to give them any assistance.

ARTICLE 14.

It is agreed that, in case of shipwreck of any English ships or vessels, or ships or vessels trading under their protection, on any part of the Mahratta coast, every assistance shall be given by that Government and the inhabitants to save as much as possible; and the whole that may be saved shall be returned, all reasonable charges being defrayed by the owners. In like manner the English Company engage their assistance should any Mahratta ships or vessels be shipwrecked on any of their coasts.

ARTICLE 15.

The Treaties between the Government of Bombay and the Mahrattas dated July 1739 and 12th October 1756, are to be held and continued in as full force as when they were first entered into; unless any Article or Articles of either of them should, in other manner, be provided for by this Treaty; in such case such Article or Articles are to be rejected, and those of this Treaty abided by.

ARTICLE 16.

All other Treaties or Agreements subsisting between the Government of Bombay and the Mahratta Government, not having undergone alteration or otherwise provided for by this Treaty, are to be held and continued in as full force as when they were first entered upon.

ARTICLE 17.

It is agreed that, if Rugonath Row has lodged any jewels belonging to the Peishwa, Row Pundit Purdhan, in the hands of the English, they are to be restored on the obligation being complied with for which they were lodged.

ARTICLE 18.

The Honorable the English Company shall be considered as the sole lords and proprietors of all the places ceded by this Treaty from the dates of the respective Sunnuds or Grants, and are therein, accordingly, to exercise their own laws and authorities. And the Mahrattas are not to cause any disturbance in any of the ceded countries, nor shall the English occasion any disturbance in the Mahratta dominions.

ARTICLE 19.

In the places hereby ceded to the Honorable Company, and in all the places restored to the Mahratta Government by the English, it is agreed that both parties shall commence to collect the revenues thereof from the day on which they are delivered, and no demand of collection for any past time shall be made.

ARTICLE 20.

A copy of this Treaty, under the seal of Colonel Upton, shall remain with the Ministers of the Mahratta Government, and a copy shall be sent to Calcutta to be signed and sealed by the Honorable the Governor-General and Members of the Supreme Council of Fort William, and afterwards given to the Peishwa.

(Sd.) J. UPTON.

The signature of Ballajee Pundit.
The signature of Siccaram Pundit.
(Here it is dated.)

(A translation.)

(Sd.) AR. M'PHERSON,
Persian Interpreter.

Received the following letter from Colonel Upton.

GENTLEMEN,—It has been agreed between the Governor-General and the Peishwa and his Ministers that the following alterations and clause should be made in the Treaty. This has been accordingly done, and the Treaty finally signed and made over by both parties.

I have the honour to be,
Gentlemen, with respect,
Your most obedient, humble servant,

(Sd.) J. UPTON.

POORUNDER,
26th May 1776.

The 13th and 17th Articles are omitted entirely; the 14th Article therefore becomes the 13th, and so on, and the 18th Article becomes the 16th, and so on.

The concluding words of the 7th Article, "and these Treaties are to be destroyed in the presence of the Peishwa's Ministers when they come to hand," are also omitted.

Additional Clause.

Whereas it is declared by the third Article of the foregoing Treaty that "the Peishwa, Row Pundit Purdan, and his Ministers, being desirous of having Salsette and the small islands subdued by the English in the late war restored to them, do offer to give in exchange a country of three lakhs of rupees, with its chout, etc., in the neighbourhood of Broach;" and further that "if the Governor-General and Council of Fort William do not restore them they shall continue in the possession of the English, and the said Peishwa, Row Pundit Purdan and his Ministers will then give up all right and title to the said islands." The said Governor-General and Council hereby declare their intention and resolution not to relinquish the said islands of Salsette, Caranja, Elephanta, and Hog, or to accept the territory offered in exchange for those islands: and the said islands are accordingly to remain for ever in the possession of the English by virtue of the present Treaty.

Poorunder, } (Sd.) J. Upton.
22nd May 1776. }

No. VII.

Treaty with Ragoba,—1778.

(Sd.) Edward Ravenscroft,

Secretary to the Select Committee.

Articles of Agreement and Treaty between the Honorable William Hornby, Esquire, President and Governor, and the Select Committee of Bombay, on the part and behalf of the Honorable United English East India Company on the one part, and Rugonath Row Bajeerow Purdan on the other part. Done and concluded at Bombay, this 24th day of November, in the year of our Lord 1778, and on the 3rd day of Jeelend Sookhursun Tessah Subein Miah-wa-Alluff, or year 1179, Mahometan style; or according to the Gentoo era, the 5th day of Marguashur Sood, in the year Vellamly, or 1700.

Article 1.

The Treaty concluded by Colonel Upton with Siccaram Pundit and Ballajee Pundit, Ministers in behalf of the Peishwa and the Mahratta State having been violated by those Ministers in almost every Article, the Governor and Select Committee of Bombay, with the sanction and concurrence of the Governor-General and Council, do hereby engage, and agree, in behalf of the aforesaid Honorable Company, to assist Rugonath Row Bajeerow Purdan to the utmost of their power to put him in possession of Poona, and to place him in the Regency of the Mahratta Empire during the minority of Madarow Narrain, the infant Peishwa, hereby declaring that the true intent and meaning of this Treaty is not to alter the form of Government, or to interrupt the peace between the Honorable Company and the Mahratta State, but only to remove the administration out of the present improper hands, and to place in the Regency the person who has the justest title to that office.

Article 2.

Rugonath Row Bajeerow Purdan, on his part, doth hereby engage and agree to accept the office of Regent, which he is to exercise with full power during the minority of the Peishwa, Madarow Narrain, in whose name he further engages to continue the Sicca and conduct the Government. But

Rugonath Row Bajeerow Purdan having expressed his doubts of the legitimacy of the Peishwa, Madarow Narrain, the Governor and Select Committee of Bombay do hereby engage, on Rugonath Row Bajeerow Purdan his strong solicitation, to request explicit orders from the Company, whether, in case he should prove to their satisfaction that the child is supposititious, they will place him in the Peishwaship, which, on such proof, will be his unquestionable right; and whether, in case the child should prove to be really the son of Narrain Row, they will guarantee him an equal division of the Government and country on the Peishwa's attaining to the age of seventeen, agreeable to what Rugonath Row Bajeerow Purdan says he is entitled to by his birth-right according to the Gentoo Law.

ARTICLE 3.

The Governor and Select Committee of Bombay do hereby stipulate, and Rugonath Row Bajeerow Purdan, for their satisfaction, and that his upright intentions may appear manifest, doth hereby engage and agree that the person of the Peishwa, Madarow Narrain, shall be kept under the charge and custody of such persons as may be agreeable to the Select Committee, who wish that the child may be committed to the charge of Perwettybhoy, if she will undertake the charge; and, in such case the Matchy of Poorunder, where the child is kept, must be guarded with a party of the Company's troops, and Rugonath Row Bajeerow Purdan may keep a chowkey on the outside of the gate, to see that no improper persons be admitted; but no person whatever must have admittance to the child's presence without the permission of Perwettybhoy. In case Perwettybhoy should refuse to undertake the charge, the child shall be put under the care of any of his relations on the mother's side; but should all these decline the trust, the child shall then be disposed of in such manner as may be deemed most advisable for his security and for the honour of the contracting parties.

ARTICLE 4.

Moraba Furneese, Butcheba Pronder, and Tookajee Holkar having invited Rugonath Row Bajeerow Purdan to take upon himself the Government as Regent, and promised their assistance, Rugonath Row Bajeerow Purdan doth hereby engage, upon condition of their performing their promises to his and the Select Committee's satisfaction, and behaving like faithful obedient servants, that he will show favour to them, according to their ranks and services, in settling the offices of Government, and that their persons and fortunes shall be unmolested.

ARTICLE 5.

The Governor and Select Committee engage not to interfere in the appointment or nomination of the officers to the forts, army, artillery, or revenues, or in the management of the Government, provided nothing be done in breach of any of the Articles of the present Treaty. Rugonath Row Bajeerow Purdan, on his part, faithfully promising to observe the terms

mentioned in the circular letter, with respect to the personal safety of those who, he may be of opinion, have injured him.

ARTICLE 6.

In consideration of the assistance to be afforded by the Honorable Company, for placing Rugonath Row Bajeerow Purdan in the Regency at Poona, Rugonath Row Bajeerow Purdan doth hereby engage to confirm and ratify the former Treaty concluded with him at Surat, the 6th March 1775, and to cede and make over to the Honorable Company for ever, the several places and territories granted by the said Treaty, which were restored by the Treaty of Poorunder, and Bassein and its districts, and the island of Kennery, which were not put in possession of the Company. The several acquisitions which will devolve to the Honorable Company by virtue of this Article are as follow:—

Bassein, fort and town, and the whole of its districts and dependencies in their fullest extent, according to the just and fixed boundaries of that Province.

Jambooseer and Orpad, in the same full and ample manner as ceded by the Treaty of Surat.

The island of Kennery.

An assignment upon the Pergunnah Occlaseer for the sum of 75,000 Rupees per annum, as settled by the eighth Article of the Treaty of Surat.

There being also some small places, known by the name of the Autgoms, always annexed, and actually making a part of the district of Salsette, which have been withheld from the Company by the Poona Ministers, Rugonath Row Bajeerow Purdan doth hereby engage and agree that the said Autgoms shall be ceded to the Honorable Company; but although the Governor and Select Committee have ever understood that the Autgoms made a part of the district of Salsette, yet, if the contrary should be made plainly to appear, they will give up their claim.

ARTICLE 7.

In addition to the several grants and cessions herein above specified Rugonath Row Bajeerow Purdan doth hereby engage and promise to cede and make over for ever the Pergunnahs of Ahmood and Hansoot, which grants are to be considered as an instance of his good will and affection to the Honorable Company, the conditions upon which they were formerly granted not having, as he declares, been fulfilled.

ARTICLE 8.

All the places herein ceded to the Honorable Company are to be considered as their sole right and property from the day this Treaty is executed, without any claim of chout to the Mahratta Government, or any other demand whatever, and may be taken possession of by the Company's people whenever they may think proper, for which purpose Rugonath Row Bajeerow Purdan doth, with these presents, deliver the necessary orders to the Mahratta officers to surrender the said places. Rugonath

Row Bajeerow Purdan doth further promise and engage that, immediately after his taking charge of the Regency of Poona, he will execute and deliver to the Government of Bombay regular Sunnuds, under the Peishwa's Sicca, for the several cessions granted to the Honorable Company by this Treaty.

ARTICLE 9.

Rugonath Row Bajeerow Purdan engages to pay and make good the charges and expenses of the army and stores with which he is now to be assisted, which he hereby faithfully promises to make good in ready money as soon as the situation of his affairs will possibly permit; and, for the further security of the Honorable Company, he, by these presents, assigns over the Pergunnah of Versaul and the remainder of Occlaseer, the revenues of which are to be collected by his Amildars and paid to the Honorable Company, till the amount due for the expenses of the army is fully discharged; but in case of failure herein, these Pergunnahs are to be put in possession of the Company, and the revenues collected by them till the said amount is fully discharged, when all right and title thereto on the part of the Honorable Company will be relinquished: or if Rugonath Row Bajeerow Purdan regularly pays the monthly sum stipulated in the next Article, the Honorable Company will not interfere with the said Pergunnahs.

ARTICLE 10.

Rugonath Row Bajeerow Purdan engages to pay in full for the body of forces, consisting of four thousand men, with which he is to be assisted, the sum of two lakhs and a half of rupees per month, which the Governor and Select Committee of Bombay agree to accept, without further account, in full of every expense attending the army, and is to commence from the day the forces leave Bombay.

ARTICLE 11.

Rugonath Row Bajeerow Purdan faithfully promises and engages to discharge his present debt to the Company as soon as the state of his finances will admit, agreeable to an account which will be delivered to him.

ARTICLE 12.

The English forces are to continue with Rugonath Row Bajeerow Purdan until the object of this Treaty is accomplished, which is to place him in the Regency at Poona, and when that is effected they are to be at liberty to return to Bombay. The Company will be at all times ready to assist Rugonath Row Bajeerow Purdan with their forces so far as may be consistent with their other engagements, or the situation of their own affairs will permit.

ARTICLE 13.

The several Treaties and Agreements subsisting between the Government of Bombay and the Mahratta Government are hereby ratified and confirmed, and shall be held and continued in as full force as when they were first concluded, unless otherwise provided for in this Treaty.

ARTICLE 14.

After the establishment of Rugonath Row Bajeerow Purdan in the Regency at Poona, there shall be a firm peace and alliance between the Honorable Company and the Mahratta Government. Rugonath Row Bajeerow Purdan engages never to assist the enemies or molest the dominion of the Company in any part of India, nor to make war or commit depredations in the Carnatic, or any other part of the dominions of their ally, the Nabob of Arcot. The Governor and Select Committee of Bombay, in like manner, engage, in behalf of the Honorable Company, not to assist the enemies of Rugonath Row Bajeerow Purdan.

ARTICLE 15.

Rugonath Row Bajeerow Purdan hereby engages and agrees that no European settlements shall be allowed to be made on the maritime coasts, or in any other part of the Mahratta dominions, without the consent of the Company or of their representatives being previously obtained, and that no manner of intercourse or connection shall be maintained between the Mahratta Government and the French nation; any failure in which stipulation will be considered as a breach of the alliance between the Mahratta Government and the Honorable Company.

ARTICLE 16.

Rugonath Row Bajeerow Purdan doth hereby stipulate and engage that the English shall enjoy all their former privileges and freedom of trade in the Mahratta dominions without interruption; and he further engages to give all possible encouragement to the Honorable Company's trade and to promote, as far as he can, an exclusive vend to the English for European commodities in the Mahratta dominions; but the Honorable Company will make no settlement therein without permission from Rugonath Row Bajeerow Purdan.

ARTICLE 17.

If any Article of the present Treaty should interfere with any Engagement formed by the Governor-General and Council not yet known to the Governor and Select Committee of Bombay, such Article may be liable to be altered or amended as may be necessary.

The foregoing Articles having been mutually agreed to by the Governor and Select Committee of Bombay, on the part of the Honorable Company, and Rugonath Row Bajeerow Purdan, the contracting parties have interchangeably affixed their hands and seals and the seal of the Honorable Company, in Bombay Castle, the day and year above written.

(Sd.) WILLIAM HORNBY.

„ JOHN CARNAC.

„ DANIEL DRAPER.

No. VIII.

Convention of Wurgaon,—1779.

Translation of the Articles of Agreement between Sreemunth Mhade Row Narrain, Pundit Purdhan, on the one part, and the English Company on the other part.

In the time of the late Sreemunt Pundit Purdhan Mhadoo Row Bullal matters went on peaceably. Since then the Engiish obtained possession of several places belonging to the Sircar, such as the islands of Salsette and Ouran, Jambooseer, and the Mehals and Pergunnah of Broach, both belonging to the Sircar and the Guicowar; and the English gave their aid to Rugonath Row Dada Sahib: upon which war having commenced, Colonel John Upton came from Calcutta with full powers and made an Agreement, and according to that Agreement matters were to go on between the Company and the Mahratta Sircar. But on the side of the English this Agreement was not adhered to, they having given aid to Rugonath Row, and, making preparations for war, mounted the ghauts, invaded the districts of the Mahratta Sircar, and began to make hostilities, upon which the Sircar also prepared for war. At the district of Wurgaon, near Indonny Tullagaon, Mr. John Carnac and Colonel Charles Egerton, of the Select Committee of Bombay, being fully empowered, did depute Mr. Thomas Holmes and Mr. Farmer. Further, from the beginning there was a friendship between the Sircar and the English, which being interrupted, Colonel John Upton made an Agreement, according to which Treaty matters did not proceed, and therefore that Treaty is annihilated; and in the same manner, and on the same footing as the English and the Sircar were in the time of the late Mhadoo Row, in that manner are they now to remain; the aid and cause of Rogoba to be given up, no protection to be afforded him, nor any aid to be afforded to the enemies of the Mahratta Sircar. The islands of Salsette and Ouran, and the other islands and places at Jambooseer and the Mehals of Broach, formerly belonging to the Mahratta Sircar and the Guicowar, such as Chickly, Veriaul, &c., were taken possession of: these we give up, and agree to go on and remain as we were in the time of the late Peishwa, Mhadoo Row Bullal; upon which this Agreement is made with the Sircar. That in the time of the late Mhadoo Row Bullal, Pundit Purdhan, matters went on peaceably, and since then different places belonging to the Sircar, such as the islands of Salsette and Ouran, and other islands, and further Jambooseer and other Mehals, and the Aumils of Broach, belonging to the Sircar and to the Guicowar, the English got possession of these must be delivered back to the Sircar; and no aid or protection must in future be afforded to Rugonath Row, or to any of the enemies of the Sircar. In this manner do we faithfully promise to perform, and on the part of the Sircar good faith is also to be observed. Rugonath Row Dada Sahib was with us: he, by his own consent, committed himself, with all

his effects, to the care of Tookajee Holkar and Madajee Scindia. The English army with us is now at Wurgaon: it must be permitted to proceed, with all its effects and appurtenances, to Bombay; and as security for this on the part of the Sircar, two persons will proceed belonging to each of these Sirdars, by name Nazo Gunish and Wissajee Samash, Ballarow Govind and Rama Cawn, to conduct the army to Bombay; and for this purpose troops shall be sent with you or not, as you please. The English army that is with us shall not offer any molestation to any person on the road. The Unturvedee and Bundelkhund Provinces and their Sirdars being always under the Sircar no damage is to be done to them: and the English army from Calcutta having crossed the Nerbudda is now at Hussengabad; it is not to be permitted to proceed forwards, but it is to be sent back to Calcutta, and on the road no molestation is to be given to anyone. The before-mentioned Agreement is formed by the mediation of Tookajee Holkar and Madajee Scindia, and according to it matters are in future to proceed without any kind of failure. This we pledge the English faith to observe, and the Sircar is also to observe it. No aid or protection is to be afforded to the French.

Signed in the Mahratta Camp by Thomas Holmes and William G. Farmer.

Signed in the English Camp by John Carnac and Charles Egerton.

AGREEMENT of JOHN CARNAC, ESQUIRE, COUNSELLOR, and COLONEL EGERTON, and ENGLISH COMMITTEE of BOMBAY, with MADAJEE SCINDIA.

That after falling out with the Sircar of Mhadoo Rao Narrain, Pundit Purdhan, we with an army came upon the ghaut and remained at Tullagaon, on which you ordered a fighting, and we both parties did fight, in which we were defeated, returned back, and encamped at Wurgaon with Dada Sahib. We could hardly reach Bombay with our army and stores, considering which we sent Messrs. Farmer and Holmes to you, desiring you would come between us, and get the Sircar's and our Treaty settled as before, and conduct us and the army to Bombay, on which you did suspend the war. You came between us and got the Sircar's and English Treaty settled, and you promised to conduct us and the army to Bombay without molestation from anybody. You made our escape entirely, all which we took into our consideration and were very glad. You are a principal officer and a well-wisher to this Government, which has induced us to keep a friendship with you. This came into our mind, and we were satisfied that you made us free from the Sircar's and everybody's molestation, and got the Treaty settled as before without any dispute from the Sircar; therefore we thought we should serve you, and for which reason have, of our free will and accord, agreed, under the King's and Company's seal, to deliver up to you the fort of Broach, with its governments in the same manner as the Mogul did hold it, which fort is now in our posses-

sion and which we have given you. We further agree that we will, on our arrival at Bombay, obtain the Governor's dustuck, under the King's seal, to the Killedar of Broach, and deliver the fort and its country in the manner the Mogul did hold it up to you; under oath no dispute shall arise in this. This we promise solemnly; and we have left Mr. Farmer and Mr. Charles Stewart with you as hostages for the performance of this agreement. We will let no dispute arise. This we agree to in writing.

Wurgaon, near Tullagaon, 27th Julheze.

N.B.—The above was translated by a native linguist, and is an exact copy thereof.

Sunday, 17th.—This morning Mr. Farmer returned to the Mahratta Camp with Madajee Scindia's Vakeel, with the papers executed.

N.B.—The Governor and Council of Bombay refused to ratify this Convention.

No. IX.

Treaty of Peace with the Mahrattas,—1782.

Treaty of perpetual friendship and alliance between the Honorable the English East India Company and the Peishwa Madhoo Row Pundit Purdhan, settled by Mr. David Anderson on the part of the Honorable Company, in virtue of the powers delegated to him for that purpose by the Honorable the Governor-General and Council appointed by the King and Parliament of Great Britain to direct and control all political affairs of the Honorable English East India Company in India; and by Maharaja Soubahdar Madhoo Row Scindia as Plenipotentiary on the part of the Peishwa Madhoo Row Pundit Purdhan, Ballajee Pundit Nana Furnavese, and the whole of the Chiefs of the Mahratta Nation, agreeably to the following Articles, which shall be ever binding on their heirs and successors, and the conditions of them to be invariably observed by both parties.

Article 1.

It is stipulated and agreed to between the Honorable the English East India Company and the Peishwa, through the mediation of Madhoo Row

Scindia, that all countries, places, cities, and forts, including Bassein, etc., which have been taken from the Peishwa during the war that has arisen since the Treaty settled by Colonel Upton, and have come into the possession of the English, shall be delivered up to the Peishwa; the territories, ports, cities, etc., to be restored, shall be delivered in within the space of two months from the period when this Treaty shall become complete (as hereinafter described), to such persons as the Peishwa, or his Minister, Nana Furnavese, shall appoint.

ARTICLE 2.

It is agreed between the English Company and the Peishwa that Salsette and three other islands, *viz.*, Elephanta, Caranja and Hog, which are included in the Treaty of Colonel Upton, shall continue for ever in possession of the English. If any other islands have been taken in the course of the present war, they shall be delivered up to the Peishwa.

ARTICLE 3.

Whereas it was stipulated in the fourth Article of the Treaty of Colonel Upton "that the Peishwa and all the Chiefs of the Mahratta State do agree "to give the English Company, for ever, all right and title to the City of "Broach, as full and complete as ever they collected from the Moguls or "otherwise, without retaining any claim of chout, or any other claims what-"soever, so that the English Company shall possess it without participation "or claim of any kind;" this Article is accordingly continued in full force and effect.

ARTICLE 4.

The Peishwa having formerly, in the Treaty of Colonel Upton, agreed, by way of friendship, to give up to the English a country of three lakhs of Rupees near Broach, the English do now, at the request of Madhoo Row Scindia, consent to relinquish their claim to the said country in favor of the Peishwa.

ARTICLE 5.

The country which Seajee and Futty Sing Guicowar gave to the English, and which is mentioned in the 7th Article of the Treaty of Colonel Upton, being therein left in a state of suspense, the English, with a view to obviate all future disputes, now agree that it shall be restored; and it is hereby settled that if the said country be a part of the established territory of the Guicowar, it shall be restored to the Guicowar; and if it shall be a part of the Peishwa's territories, it shall be restored to the Peishwa.

ARTICLE 6.

The English engage that, having allowed Rugonath Row a period of four months from the time when this Treaty shall become complete to fix on a place of residence, they will not, after the expiration of the said period, afford him any support, protection, or assistance, nor supply him with

money for his expenses: and the Peishwa on his part engages that if Rugonath Row will voluntarily and of his own accord repair to Maharajah Madhoo Row Scindia, and quietly reside with him, the sum of Rupees 25,000 per month shall be paid him for his maintenance, and no injury whatever shall be offered to him by the Peishwa, or any of his people.

ARTICLE 7.

The Honorable English East India Company and the Peishwa being desirous that their respective allies shall be included in this peace, it is hereby mutually stipulated that each party shall make peace with the allies of the other, in the manner hereinafter specified.

ARTICLE 8.

The territory which has long been the established jaghire of Seajee Guicowar and Futty Sing Guicowar, that is to say, whatever territory Futty Sing Guicowar possessed at the commencement of the present war, shall hereafter for ever remain on the usual footing in his possession; and the said Futty Sing shall, from the date of this Treaty being complete, pay for the future to the Peishwa the tribute as usual previous to the present war, and shall perform such services, and be subject to such obedience, as have long been established and customary. No claim shall be made on the said Futty Sing by the Peishwa for the period that is past.

ARTICLE 9.

The Peishwa engages that whereas the Nabob Hyder Ally Cawn having concluded a Treaty with him, hath disturbed and taken possession of territories belonging to the English and their allies, he shall be made to relinquish them; and they shall be restored to the Company and the Nabob Mahomed Ally Cawn. All prisoners that have been taken on either side during the war shall be released; and Hyder Ally Cawn shall be made to relinquish all such territories belonging to the English Company and their allies, as he may have taken possession of since the ninth of Ramzan in the year 1181, being the date of his Treaty with the Peishwa; and the said territories shall be delivered over to the English and the Nabob Mahomed Ally Cawn within six months after this Treaty being complete, and the English, in such case, agree that so long as Hyder Ally Cawn shall afterwards abstain from hostilities against them and their allies, and so long as he shall continue in friendship with the Peishwa, they will in no respect act hostilely towards him.

ARTICLE 10.

The Peishwa engages on his own behalf as well as on behalf of his allies, the Nabob Nizam Ally Cawn, Ragojee Bhonsla Syna Saheb Soubah, and the Nabob Hyder Ally Cawn, that they shall, in every respect, maintain peace towards the English and their allies, the Nabob Asoph-ul-Dowlah Behauder, and the Nabob Mahomed Ally Cawn Behauder, and shall in no respect whatever give them any disturbance. The English engage on their

own behalf, as well as on behalf of their allies, the Nabob Asoph-ul-Dowlah and the Nabob Mahomed Ally Cawn, that they shall in every respect maintain peace towards the Peishwa and his allies, the Nabob Nizam Ally Cawn and Ragojee Bhonsla Syna Saheb: and the English further engage on their own behalf, as well as on behalf of their allies, that they will maintain peace also towards the Nabob Hyder Ally Cawn, under the conditions specified in the 9th Article of this Treaty.

ARTICLE 11.

The Honorable East India Company and the Peishwa mutually agree that the vessels of each shall afford no disturbance to the navigation of the vessels of the other: and the vessels of each shall be allowed access to the ports of the other, where they shall meet with no molestation, and the fullest protection shall be reciprocally afforded.

ARTICLE 12.

The Peishwa and Chiefs of the Mahratta State hereby agree that the English shall enjoy the privilege of trade, as formerly, in the Mahratta territories, and shall meet with no kind of interruption; and, in the same manner, the Honorable East India Company agree that the subjects of the Peishwa shall be allowed the privilege of trade, without interruption, in the territories of the English.

ARTICLE 13.

The Peishwa hereby engages that he will not suffer any factories of other European nations to be established in his territories, or those of the Chiefs dependent on him, excepting only such as are already established by the Portuguese; and he will hold no intercourse of friendship with any other European nations; and the English on their part agree that they will not afford assistance to any nation of Deccan or Hindostan at enmity with the Peishwa.

ARTICLE 14.

The English and the Peishwa mutually agree that neither will afford any kind of assistance to the enemies of the other.

ARTICLE 15.

The Honorable the Governor-General and Council of Fort William engage that they will not permit any of the Chiefs, dependants, or subjects of the English, the gentlemen of Bombay, Surat, or Madras, to act contrary at any place to the terms of this Treaty. In the same manner the Peishwa Madhoo Row Pundit Purdan engages that none of the Chiefs or subjects of the Mahratta State shall act contrary to them.

ARTICLE 16.

The Honorable East India Company, and the Peishwa Madhoo Row Pundit Purdan, having the fullest confidence in Maharajah Soubahdar Madhoo Row Scindia Behauder, they have both requested the said Maharajah to be the mutual guarantee for the perpetual and invariable adherence

of both parties to the conditions of this Treaty; and the said Madhoo Row Scindia, from a regard to the welfare of both States, hath accordingly taken upon himself the mutual guarantee. If either of the parties shall deviate from the conditions of this Treaty, the said Maharajah will join the other party, and will, to the utmost of his power, endeavour to bring the aggressor to a proper understanding.

ARTICLE 17.

It is hereby agreed that whatever territories, forts, or cities, in Guzerat were granted by Rugonath Row to the English, previous to the Treaty of Colonel Upton, and have come into their possession, the restitution of which was stipulated in the 7th Article of the said Treaty, shall be restored, agreeably to the terms of the said Article.

This Treaty, consisting of 17 Articles, is settled at Salbey, in the Camp of Maharajah Soubahdar Madhoo Row Scindia, on the 4th of the month Jemmadul Saany, in the year 1197 of the Hygera, corresponding with the 17th of March 1782, of the Christian era, by the said Maharajah and Mr. David Anderson, a copy hereof shall be sent by each of the above-named persons to their respective principals at Fort William and Poona, and when both copies being returned, the one under the seal of the Honorable East India Company, and signature of the Honorable the Governor-General and Council of Fort William, shall be delivered to Maharajah Madhoo Row Scindia Behauder, and the other under the seal of the Peishwa Madhoo Row, Pundit Purdan, and the signature of Ballajee Pundit, Nana Furnavese, shall be delivered to Mr. David Anderson, this Treaty shall be deemed complete and ratified, and the Articles herein contained shall become binding on both the contracting parties.

(Written in the Mahratta character by Ragoo Bhow Dewan.) "In all seventeen Articles, on the fourth of Jemmad-ul-Akher, or fifth of Jeyat Adeek in the Shukul Patteh, in the year 1182."

(Subscribed in the Mahratta character by Madajee Scindia.) "Agreed to what is above written in Persian."

(Sd.) DAVID ANDERSON.

Witnesses:

(Sd.) JAMES ANDERSON.
„ W. BLAINE.

(A true translation.)

(Sd.) JAMES ANDERSON,
Assistant to the Embassy.

Ratified at Fort William, the 6th of June 1782.

The Company's Seal.

(Sd.) WARREN HASTINGS.
„ EDWARD WHEELER.
„ JOHN MACPHERSON.

(Sd.) J. P. AURIOL,
Secretary.

The following was added at the time of the ratification at Poona and the final exchange at Gwalior.

This Treaty, consisting of seventeen Articles, was ratified on the fifteenth of the month of Mohrummum-ul-Hirram, in the year 1196 of the Hygera, and shall be invariably and perpetually binding on both the contracting parties.

(Subscribed in the handwriting of Nana Furnavese.) "Done by me, Ballajee Jennardin, on the 15th of Mohurrum, in the year 1183," 20th December 1782.

On the 21st of Rubbi-ul-Awul, in the year 1197 of the Hygera, the above written Treaty, under the seals of the Peishwa and the signature of Ballajee Pundit Furnavese, was delivered near Gwalior to Mr. David Anderson, and a counterpart of the same, under the seal of the Company, and the signatures of the Governor-General and Council of Fort William, was in like manner delivered to Maharaja Madajee Scindia Behauder, by which exchange the said Treaty is become complete, and from this date shall be binding on each of the contracting parties.

(Subscribed in the handwriting of Madajee Scindia.) "21st of Rubbi-ul-Awul."

(A true translation.)

(Sd.) CHARLES WILKINS.

The counterpart subscribed by Mr. David Anderson, 24th February 1783.

N.B.—The small seal of the Peishwa affixed to the joinings of the different sheets.

No. X.

An additional TREATY between the HONORABLE COMPANY and the PEISHWA of the MAHRATTA STATE.

Whereas, a Treaty of friendship between the Honorable Company and the Peishwa Pundit Purdhan having been ratified and completed on the 21st day of Rubbi-ul-Awul, of the year one thousand one hundred and ninety-seven of the Hegira; and the following additions for the increase of the friendship and concord of the two Governments having been considered and approved of by both parties, are hereby agreed to by Mr. David Anderson on the part of the Company, and Maharaja Soubahdar Mahdoo Row Scindia on the part of the Peishwa; and are accordingly to be held binding on both parties.

In the eleventh Article of the Treaty of peace relating to the mutual intercourse of shipping, the words *according to former custom*, not having been inserted, it is now therefore explained that the intercourse of shipping shall be carried on according to former custom.

It is agreed to between the Honorable Company and the Peishwa Madhoo Row Pundit Purdhan, that if any Chief, merchant, or other person should hereafter fly from the territories of the Honorable Company to those of the Peishwa, or from the territories of the Peishwa to those of the Company, no protection shall be afforded to such person by either party.

Concluded near Gwalior on the twenty-second day of Jummad-ul-Awul, of the year of the Hegira one thousand one hundred and ninety-seven, conformable to the twenty-sixth day of April one thousand seven hundred and eighty-three of the Christian era.

(Sd.) D. ANDERSON.

Witness:

(Sd.) JAMES ANDERSON.

Ratified in Council at Fort William, the 26th of May 1783.

Company's Seal.

(Sd.) WARREN HASTINGS.
„ EDWARD WHEELER.
„ JOHN MACPHERSON.
„ JOHN STABLES.
„ J. P. AURIOL,
Secretary.

No. XI.

TRANSLATION of a TREATY settled betwixt the HONORABLE EAST INDIA COMPANY and the PEISHWA MAHDOO ROW NARAIN and MAHRATTA STATE,—1783.

The Honorable East India Company and the Peishwa Mahdoo Rao Narain Behauder having concluded and mutually ratified a Treaty near Gwalior, on the 21st of the month of Rubbee-ul-Awul, in the year of the Hegira 1197, in order to carry into execution the 9th Article of the said

Treaty, the following stipulations are now settled and agreed on betwixt Mr. David Anderson and Maharajah Subahdar Mahdoo Row Scindia Behauder, on behalf of the said Honorable East India Company on the one part, and the Peishwa and Mahratta State on the other, and shall accordingly be binding on both parties.

The Peishwa having despatched letters to Tippoo Saib, will cause him to restore all the forts and territories belonging to the English Company and the Nabob Mahomed Ally that may have come into his possession, and release such prisoners as have fallen into his hands. If Tippoo Saib agrees to these terms, and carries them into execution, and if he remains at peace with the Peishwa, the English will not afterwards act hostilely against him; but if he refuses to comply with these requisitions of the Peishwa, in such case the Peishwa will immediately assist the English and make war against him; after which neither of the contracting parties shall make peace with Tippoo Saib without the consent of the other. The territories and forts that may be conquered from Tippoo Saib shall be divided in the following manner: the territories of the English Company and the Nabob Mahomed Ally will be delivered to the English Company and the Nabob Mahomed Ally; the territories of the Peishwa and Mahratta State will be delivered to the Peishwa and Mahratta State. Whatever territories or forts may further be conquered from Tippoo Saib shall be equally divided betwixt the two contracting parties, according to the vicinity of their respective situations. But it is hereby stipulated that the Peishwa shall have no claim to any territories or forts belonging to Tippoo Saib, which the English may have conquered with their own force, and be in possession of previous to the actual commencement of hostilities by the troops of the Peishwa against Tippoo Saib. This Treaty being settled betwixt the English and the Peishwa, neither party shall deviate from it.

Settled and concluded on the 1st of Zelhidge, in the year 1197 of the Hegira (corresponding with the 28th of October in the year 1783 of the Christian era) under the signatures of Mr. David Anderson and Maharajah Subahdar Mahdoo Row Scindia.

Signed in the Mahratta language in the handwriting of Maharajah Subahdar Mahdoo Row Scindia: "Agreed to what is above written on the 1st of Zelhidge, in the year 1197 of the Hegira, at Gwalior."

(Sd.) D. ANDERSON.

Gwalior, 28th October 1783.

(A true translation.)

(Sd.) JAMES ANDERSON,

Assistant to the Embassy.

No. XII.

TREATY OF ALLIANCE between the COMPANY, the PEISHWA, and the NIZAM, against TIPPOO SULTAN,——1790.

TREATY of OFFENSIVE and DEFENSIVE ALLIANCE between the HONORABLE UNITED ENGLISH EAST INDIA COMPANY, the PEISHWA SEWOY MAHDOO ROW NARAIN PUNDIT PURDHAN BEHAUDER and the NABOB NAZIM ALLY KHAN ASOF JAH BEHAUDER, against FUTTY ALLY KHAN, known BY THE denomination of TIPPOO SULTAN, settled by MR. CHARLES WARRE MALET on the part of the said HONORABLE COMPANY, with the said PUNDIT PURDHAN, by virtue of the powers delegated to him by the RIGHT HONORABLE CHARLES, EARL CORNWALLIS, K.G., Governor-General in Council, appointed by the HONORABLE THE COURT OF DIRECTORS of the said HONORABLE COMPANY to direct and control all their affairs in the East Indies.

ARTICLE 1.

The friendship subsisting between the States, agreeable to former Treaties, shall be increased by this.

ARTICLE 2.

Tippoo Sultan having engagements with the contracting parties, has, notwithstanding, acted with infidelity to them all, for which reason they have united in a league, that to the utmost of their power they may punish him, and deprive him of the means of disturbing the general tranquillity in future.

ARTICLE 3.

This undertaking being resolved on it is agreed that on Mr. Malet's annunciation to Pundit Purdhan of the actual commencement of hostilities between the Honorable Company's forces and the said Tippoo, and on Captain Kennaway's announcing the same to the Nabob Asof Jah, the forces of the said Pundit Purdhan and Nabob Asof Jah, in number not less than 25,000, but as many more and as much greater an equipment as may be, shall immediately invade the territories of the said Tippoo, and reduce as much of his dominions as possible before and during the rains; and after

that season, the said Pundit Purdhan and Nabob will seriously and vigorously prosecute the war with potent army, well appointed and equipped with the requisite warlike apparatus.

ARTICLE 4.

The Nabob Asof Jah being furnished with two battalions of the Honorable Company's forces, Pundit Purdhan shall have an option of being joined by an equal force, on the same terms, during the present war against Tippoo. The pay of the said battalions to be made good by Pundit Purdhan to the Honorable Company, in like manner as settled with the Nabob Asof Jah.

ARTICLE 5.

On the said two battalions joining the Mahratta army, Pundit Purdhan agrees to allot 2,000 horse to remain and act in concert with them. But in the event of urgent service, on which cavalry alone can be employed, 1,000 of the said cavalry may be detached thereon, 1,000 remaining constantly with the battalions, whose pay shall be defrayed regularly, in ready money, every month, in the army or in Poona, at the option of Mr. Malet.

ARTICLE 6.

From the time of the said battalions entering Pundit Purdhan's territories an agent on the part of the said Pundit Purdhan shall be ordered to attend the Commander to execute such service as may occur.

ARTICLE 7.

If the Right Honorable the Governor-General should require a body of cavalry to join the English forces Pundit Purdhan and the Nabob Asof Jah shall furnish to the number of 10,000, to march in one month from the time of their being demanded, by the shortest and safest route, with all possible expedition, to the place of their destination, to act with the Company's forces; but should any service occur practicable only by cavalry, they shall execute it, nor cavil on the clause "to act with the Company's forces." The pay of the said cavalry to be defrayed monthly by the Honorable Company, at the rate and on the conditions hereafter to be settled.

ARTICLE 8.

If, in the prosecution of the war by the three allies, the enemy should gain a superiority over either, the others shall, to the utmost of their power, exert themselves to relieve the said party and distress the enemy.

ARTICLE 9.

The three contracting powers having agreed to enter into the present war, should their arms be crowned with success in the joint prosecution of it, an equal division shall be made of the acquisitions of territory, forts, and

whatever each Sirkar or Government may become possessed of, from the time of each party commencing hostilities; but should the Honorable Company's forces make any acquisitions of territory from the enemy previous to the commencement of hostilities by the other parties, those parties shall not be entitled to any share thereof. In the general partition of territory, forts, etc., due attention shall be paid to the wishes and convenience of the parties, relatively to their respective frontiers.

ARTICLE 10.

The underwritten Polygars and Zemindars being dependent on Pundit Purdhan and the Nabob Asof Jah, it is agreed that on their territories, forts, etc., falling into the hands of any of the allies, they shall be re-established therein, and the nuzzeranah that shall be fixed on that occasion shall be equally divided amongst the allies: but in future Pundit Purdhan and the Nabob Asof Jah shall collect from them the usual Kundnee and Peshcush which have been heretofore annually collected. And should the said Polygars and Zemindars act unfaithfully towards Pundit Purdhan or the Nabob, or prove refractory in the discharge of their Kundnee and Peshcush the said Pundit Purdhan and Nabob are to be at liberty to treat them as may be judged proper. The Chief of Shahnoor is to be subject to service with both Pundit Purdhan and the Nabob, and should he fail in the usual conditions thereof, Pundit Purdhan and the Nabob will act as they think proper.

List of the Polygars and Zemindars.

Chittledroog.	Rodroog.
Annagoondy.	Keychungoondeh.
Harponelly.	Cunnaghwarry.
Bellaree.	Kittor.

Hannoor.

The district of Abdul Hakeem Khan, the Chief of Shahnoor.

ARTICLE 11.

To preserve, as far as possible, consistency and concert in the conduct of this important undertaking, a vakeel from each party shall be permitted to reside in the army of the others, for the purpose of communicating to each other their respective views and circumstances; and the representations of the contracting parties to each other shall be duly attended to, consistent with the circumstances and stipulations of this Treaty.

ARTICLE 12.

After this Treaty is signed and sealed, it will become incumbent on the parties not to swerve from its conditions at the verbal or written instance of

any person or persons whatever, or on any other pretence. And in the event of a peace being judged expedient, it shall be made by mutual consent, no party introducing unreasonable objections; nor shall either of the parties enter into any separate negotiations with Tippoo, but on the receipt of any advance or message from him, by either party, it shall be communicated to the others.

ARTICLE 13.

If, after the conclusion of peace with Tippoo, he should molest or attack either of the contracting parties, the others shall join to punish him; the mode and conditions of effecting which shall be hereafter settled by the three contracting powers.

ARTICLE 14.

This Treaty, consisting of fourteen Articles, being this day settled and concluded by Mr. Malet, with the Peishwa Sewoy Mahdoo Row Narain Pundit Purdhan Behauder, Mr. Malet has delivered to Pundit Purdhan one copy of the same, in English and Persian, signed and sealed by himself, and Pundit Purdhan has delivered to Mr. Malet another copy in Mahratta and Persian, executed by himself; and Mr. Malet has engaged to procure and deliver to Pundit Purdhan in seventy-five days, a ratified copy from the Governor, on the delivery of which the Treaty executed by Mr. Malet shall be returned.

Poona, 1st June 1790.

(Sd.) C. W. MALET,
President.

The Company's seal.

(True Copy.)

(Sd.) C. W. MALET.

Ratified by the Governor-General in Council, at Fort William in Bengal, he 5th day of July 1790.

(Sd.) CORNWALLIS.
„ CHARLES STUART.
„ PETER SPEKE.

L. S.

No. XIII.

TREATY with the PESHWA, commonly called the TREATY of BASSEIN, 31st December 1802.

TREATY of PERPETUAL and GENERAL DEFENSIVE ALLIANCE between the HONORABLE ENGLISH EAST INDIA COMPANY and HIS HIGHNESS the PEISHWA BAJEE RAO RAGONATH RAO PUNDIT PURDHAN BEHAUDER, his children, heirs, and successors, settled by LIEUTENANT-COLONEL BARRY CLOSE, RESIDENT at the COURT of HIS HIGHNESS, by virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT of the MOST ILLUSTRIOUS ORDER of St. PATRICK, one of HIS BRITANNIC MAJESTY'S MOST HONORABLE PRIVY COUNCIL, GOVERNOR-GENERAL in COUNCIL, appointed by the HONORABLE COURT of DIRECTORS of the said HONORABLE COMPANY, to direct and control all their affairs in the EAST INDIES.

WHEREAS, by the blessing of God, the relations of peace and friendship have uninterruptedly subsisted, for a length of time, between the Honorable English East India Company and His Highness Rao Pundit Purdhan Behauder, and have been confirmed at different periods by Treaties of amity and union, the powers aforesaid, adverting to the complexion of the times, have determined, with a view to the preservation of peace and tranquillity, to enter into a general defensive alliance, for the complete and reciprocal protection of their respective territories, together with those of their several allies and dependants, against the unprovoked aggressions or unjust encroachments of all or any enemies whatever.

ARTICLE 1.

The peace, union, and friendship, so long subsisting between the two States, shall be promoted and increased by this Treaty and shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree that all the former Treaties and Agreements between the two States, now in force and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

If any power or State whatever shall commit any act of unprovoked hostility or aggression against either of the contracting parties, or against their respective dependants or allies, and after due representation shall refuse

to enter into amicable explanation, or shall deny the just satisfaction or indemnity which the contracting parties shall have required, then the contracting parties will proceed to concert and prosecute such further measures as the case shall appear to demand.

For the more distinct explanation of the true intent and effect of this Agreement, the Governor-General in Council, on behalf of the Honorable Company, hereby declares that the British Government will never permit any power or State whatever to commit with impunity any act of unprovoked hostility or aggression against the rights and territories of His Highness Rao Pundit Purdhan Bchauder, but will at all times maintain and defend the same in the same manner as the rights and territories of the Honorable Company are now maintained and defended.

ARTICLE 3.

With a view to fulfil this Treaty of general defence and protection, His Highness Rao Pundit Purdhan Behauder agrees to receive, and the Honorable East India Company to furnish, a permanent subsidiary force of not less than six thousand regular Native Infantry, with the usual proportion of field pieces and European artillerymen attached, and with the proper equipment of warlike stores and ammunition, which force is to be accordingly stationed, in perpetuity, in His said Highness' territories.

ARTICLE 4.

For the regular payment of the whole expense of the said subsidiary force, His Highness Rao Pundit Purdhan Behauder hereby assigns and cedes, in perpetuity, to the Honorable East India Company, all the territories detailed in the Schedule annexed to this Treaty.

ARTICLE 5.

As it may be found that certain of the territories ceded by the foregoing Article to the Honorable Company may be inconvenient from their situation, His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line of the Honorable Company's possession a good and well-defined one, agrees that such exchanges of talooks or lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require. And it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the 4th Article, or in consequence of the exchange stipulated eventually in this Article, shall be subject to the exclusive management and authority of the said Company and of their officers.

ARTICLE 6.

Notwithstanding the total annual expense of the subsidiary force is estimated at twenty-five lakhs of Rupees, His said Highness hath agreed to cede, by Article 4, lands estimated to yield annually the sum of twenty-six

lakhs of Rupees, the additional lakh being intended to meet possible deficiencies in the revenues of the said lands, and save the Honorable Company from loss.

ARTICLE 7.

After the conclusion of this Treaty, and as soon as the British Resident shall signify to His Highness Rao Pundit Purdhan Behauder, that the Honorable Company's officers are prepared to take charge of the districts ceded by Article 4, His Highness will immediately issue the necessary perwannahs or orders to his officers, to deliver over charge of the same to the officers of the Honorable Company. And it is hereby agreed and stipulated, that all collections made by His Highness' officers subsequently to the date of the Treaty, and before the officers of the Honorable Company shall have taken charge of the said districts, shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

ARTICLE 8.

All forts situated within the districts to be ceded as aforesaid shall be delivered to the officers of the Honorable Company with the said districts; and His Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured or damaged, and with their equipment of ordnance, stores, and provisions.

ARTICLE 9.

Grain, and all other articles of consumption, and provisions, and all sorts of materials for wearing apparel, together with the necessary numbers of cattle, horses, and camels, required for the use of the subsidiary force, shall be entirely exempted from duties; and the Commanding Officer and officers of the said subsidiary force shall be treated in all respects in a manner suitable to the dignity and greatness of both States. The subsidiary force will, at all times, be ready to execute services of importance, such as the protection of the person of His Highness, his heirs, and successors, the overawing and chastisement of rebels, or exciters of disturbance in His Highness' dominions, and the due correction of his subjects or dependants, who may withhold the payment of the Sircar's just claims; but it is not to be employed on trifling occasions, nor like Sebundy to be stationed in the country to collect the revenues, nor against any of the principal branches of the Mahratta Empire, nor in levying contributions from Mahratta dependants in the manner of Moolkgeerre.

ARTICLE 10.

Whereas much inconvenience has arisen from certain claims and demands of the Mahratta State affecting the City of Surat, it is agreed that a just calculation shall be made of the value of the said claims by His Highness Rao Pundit Purdhan Behauder and the Government of Bombay and in

consequence of the intimate friendship now established between the contracting parties, His Highness Rao Pundit Purdhan Behauder agrees, for himself, his heirs and successors, to relinquish, for ever, all the rights, claims, and privileges of the Mahratta State affecting the said City of Surat, and all collections on that account shall cease and determine from the day on which this Treaty shall be concluded; in consideration of which act of friendship the Honorable East India Company agrees that a piece of land, yielding a sum equal to the estimated value of the said claims of the Mahratta State, shall be deducted from the districts ceded by Article 4; and on the same principle, and from similar considerations, His Highness further agrees, that the amount of the collections made for the Poona State, under the title of Nogabundy, in the Pergunnahs of Chourassy and Chickly, shall be ascertained by an average taken from the receipts for a certain number of years, or by such other mode of calculation as may be determined on, and His said Highness doth further agree, for himself, his heirs and successors, to relinquish for ever the Nogabundy collections aforesaid, and they shall accordingly cease from the conclusion of this Treaty. And it is agreed and stipulated that a piece of land, yielding a sum equal to the amount of the said Nogabundy collections, shall be deducted from the districts ceded by Article 4, in the same manner as stipulated in regard to the chout of Surat.

ARTICLE 11.

Whereas it has been usual for His Highness Rao Pundit Purdhan Behauder to enlist and retain in his service Europeans of different countries, His said Highness hereby agrees and stipulates, that in the event of war breaking out between the English and any European nation, and of discovery being made that any European or Europeans in his service, belonging to such nation at war with the English, shall have meditated injury towards the English, or have entered into intrigues hostile to their interest, such European or Europeans, so offending, shall be discharged by His said Highness, and not suffered to reside in his dominions.

ARTICLE 12.

Inasmuch as, by the present Treaty, the contracting parties are bound in a general defensive alliance, for mutual defence and protection against all enemies, His Highness Rao Pundit Purdhan Behauder consequently engages never to commit any act of personal hostility and aggression against His Highness the Nabob Asoph Jah Behauder, or any of the Honorable Company's allies or dependants, or against any of the principal branches of the Mahratta Empire, or against any power whatever, and in the event of difference arising, whatever adjustment the Company's Government, weighing matters in the scale of truth and justice, may determine, shall meet with full approbation and acquiescence.

ARTICLE 13.

And whereas certain differences, referring to past transactions are known to subsist between the Sircar of His Highness Rao Pundit Purdhan

Behauder and the Sircar of His Highness the Nabob Asoph Jah Behauder, and whereas an amicable adjustment of those differences must be highly desirable for the welfare and benefit of both the said Sircars, His Highness Rao Pundit Purdhan Behauder, with a view to the above end, agrees and accordingly binds himself, his heirs and successors, to fulfil and conform to the stipulation of the Treaty of Mahr; and His Highness Rao Pundit Purdhan Behauder further agrees, that on the basis of the fulfilment of the said Treaty of Mahr, and of the claims of His Highness the Nabob Asoph Jah Behauder to be totally exempted from the payment of chout, the Honorable Company's Government shall be entitled to arbitrate and determine all such points, as may be in doubt or difference between the Sircars of their Highnesses aforementioned; and His Highness Rao Pundit Purdhan Behauder further agrees, that in the event of any differences arising between his Government and that of His Highness the Nabob Asoph Jah Behauder, at any future period, the particulars of such differences shall be communicated to the Honorable East India Company, before any act of hostility shall be committed on either side, and the said Honorable Company interposing their mediation, in a way suitable to rectitude, friendship, and union, and mindful of justice and established usage, shall apply themselves to the adjustment of all such differences, conformable to propriety and truth, and shall bring the parties to a right understanding. And it is further agreed, that whatever adjustment of any such differences the Company's Government, weighing things in the scale of truth and justice, shall determine, that determination shall, without hesitation or objection, meet with the full approbation and acquiescence of both parties. It is however agreed, that this stipulation shall not prevent any amicable negociations which the Honorable Company and the Courts of Poona and Hyderabad, respectively, may be desirous of opening, provided no such negociation shall be carried on between any of the three parties without full communication thereof to each other.

Article 14.

Whereas a Treaty of friendship and alliance has been concluded between the Honorable Company and Rajah Anund Rao Guicowar Behauder, and whereas the said Treaty was meditated and executed, without any intention that it should infringe any of the just rights or claims of His Highness Rao Pundit Purdhan Behauder affecting the Sircars of the said Rajah, His said Highness adverting thereto, and also to the intimate alliance now established between the contracting parties, doth hereby formally acknowledge the existence of the said Treaty between the Honorable Company and Rajah Anund Rao Guicowar Behauder; and inasmuch as, by reason of certain unfinished transactions, the conclusion of which has been suspended from time to time, various demands and papers of accounts are found to subsist between the Government of His Highness Rao Pundit Purdhan Behauder and the Sircar of the Rajah aforementioned, His said Highness, placing full reliance on the impartiality, truth, and justice of the British Government, doth hereby agree that the said Government shall

examine into and finally adjust the said demands and papers of accounts, and His said Highness further stipulates and binds himself, his heirs and successors, to abide by such adjustment as the British Government shall accordingly determine.

ARTICLE 15.

The contracting parties will employ all practical means of conciliation to prevent the calamity of war, and for that purpose will, at all times, be ready to enter into amicable explanations with the other States, and to cultivate and improve the general relations of peace and amity with all the powers of India, according to the true spirit and tenor of this defensive Treaty. But if a war should unfortunately break out between the contracting parties and any other power whatever, then His Highness Rao Pundit Purdhan Behauder engages, that with the reserve of two battalions of sepoys, which are to remain near His Highness' person, the residue of the British subsidiary force, consisting of four battalions of sepoys with their artillery, joined by six thousand infantry and ten thousand horse of His Highness' own troops, and making together an army of ten thousand infantry and ten thousand cavalry, with the requisite train of artillery, and warlike stores of every kind, shall be immediately put in motion, for the purpose of opposing the enemy; and His Highness likewise engages to employ every further effort in his power, for the purpose of bringing into the field, as speedily as possible, the whole force which he may be able to supply from his dominions, with a view to the effectual prosecution and speedy termination of the said war. The Honorable Company, in the same manner, engage on their part, in this case to employ in active operations against the enemy, the largest force which they may be able to furnish over and above the said subsidiary force.

ARTICLE 16.

Whenever war shall appear probable, His Highness Rao Pundit Purdhan Behauder engages to collect as many benjaries as possible,* and to store as much grain as may be practicable in his frontier garrisons.

ARTICLE 17.

As by the present Treaty the union and friendship of the two States is so firmly cemented that they may be considered as one and the same, His Highness Rao Pundit Purdhan Behauder engages neither to commence nor to pursue, in future, any negociations with any other power whatever, without giving previous notice and entering into mutual consultation with the Honorable East India Company's Government; and the Honorable Company's Government, on their part, hereby declare that they have no manner of concern with any of His Highness' children, relations, subjects, or servants with respect to whom His Highness is absolute.

ARTICLE 18.

Inasmuch as by the present Treaty of general defensive alliance, the ties of union are, with the blessing of God, so closely drawn, that the interests

of the two States are become identified, it is further mutually agreed, that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops as may be requisite to be employed in quelling the same within the said districts. If disturbances shall, at any time, break out in any part of His Highness' dominions contiguous to the Company's frontier, to which it might be inconvenient to detach any proportion of the subsidiary force, the British Government, in like manner, if required by His Highness Rao Pundit Purdhan Behauder, shall direct such proportion of the troops of the Company as may be most conveniently stationed for the purpose, to assist in quelling the said disturbances within His Highness' dominions.

ARTICLE 19.

It is finally declared that this Treaty, which, according to the foregoing Articles, is meant for the support and credit of His said Highness' Government, and to preserve it from loss and decline, shall last as long as the sun and moon shall endure.

Signed, sealed, and exchanged at Bassein, the 31st of December, Anno Domini 1802, or the 5th of Ramzan, Anno Higeree 1217.

(Sd.) B. CLOSE,
Resident at Poona.

The Seal of Purdhan.

(The Peishwa's signature.)

(A true copy.)

(Sd.) M. WILKS,
Private Secretary.

Schedule of the Territories ceded in perpetuity by His Highness Bajee Rao Rogonath Pundit Purdhan Behauder to the Honorable English East India Company, agreeable to the Fourth Article of the annexed Treaty.

1st.—From the Province of Guzerat and territories south thereof :—

Dundooka, together with Chooia, Komapoor, and Gogo .		1,05,000
Cambay, Choute, and Nassoor		60,000
South of the Taptee.		
Purnair	27,000	
Bootseer	6,200	
Banwanny	8,800	
Balsur	85,000	
Carried over . . .	1,27,000	1,65,000

Brought forward . .	1,27,000	1,65,000
Parchole	1,07,000	
Soopa	51,000	
Sarbaun	30,000	
Wallow	30,000	
Bamdoo Kusba	7,900	
Waunsda Choute	7,000	
Durumpoory Choute	9,000	
Surat ditto	42,100	
Customs	83,000	

Between the Taptee and Nerbudda.

Oolpa	3,16,000	
Hansood	85,000	
Octisier	78,000	
Nundary	65,000	
Total south of the Taptee and between Taptee and Nerbudda	10,38,000	
Deduct 20 per cent. on account of decrease of revenue	2,07,600	
		8,30,400
Nahabundy of Chourassy and Chickley . .	20,000	
Phoolpoora, Coomarria, Cattergom	5,000	
		25,000

2nd.—From the territories near the Toombuddrah :—

Savancore, 26 talooks	10,22,838	
From Bankapoor	5,56,762	
		15,79,600
Grand Total		26,00,000

Signed, sealed, and exchanged at Bassein, the 31st December, Anno Domini 1802, or the 5th Ramzan, Anno Higeree 1217.

The Seal of Pundit Purdhan.

(The Peishwa's signature.)

(A true copy.)

B. CLOSE.

Ratified by the Governor-General in Council on 11th February 1803.

SUPPLEMENTAL to the TREATY OF BASSEIN,——1803.

A Treaty, consisting of 19 Articles, was concluded at Bassein between the Honorable English East India Company Behauder and His Highness the Peishwa Badjee Rao Rogonath Pundit Purdhan Behauder. The following Articles of Engagement are now agreed on and settled, as supplemental to the said Treaty, by Lieutenant-Colonel Barry Close, on the part of the said Honorable Company, and Anund Rao Vakeel, on the part of the said Rao Pundit Purdhan Behauder, under full power and authority granted to them respectively for the purpose.

ARTICLE 1.

That of the territory ceded in perpetuity to the Honorable East India Company by the said Treaty of Bassein, the country of Savenore, and Talook of Bancapoor, in the Carnatic, yielding an annual revenue of 16 lakhs of Rupees, shall be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behauder.

ARTICLE 2.

That of the territory ceded in perpetuity to the English East India Company by the Treaty of Bassein, the Pergunnah of Oolpah in Guzerat, yielding a revenue annually of three lakhs and sixteen thousand Rupees, shall likewise be restored in perpetuity to the Sircar of the said Rao Pundit Purdhan Behauder, in order that it may be restored to Nursing Khundy Row, who has served the Sircar with fidelity and attachment.

ARTICLE 3.

That a regiment of native cavalry, of the same strength and complement as the cavalry regiments belonging to the Hyderabad subsidiary force, shall be added to the British Poona subsidiary force.

ARTICLE 4.

In the fifteenth Article of the Treaty of Bassein it is stipulated that ten thousand cavalry and six thousand infantry, with a due proportion of ordnance and military stores, shall be furnished by the said Rao Pundit Purdhan Behauder, and in addition thereto such further force as the Sircar of the said Rao Pundit Purdhan Behauder should be able to bring into the field. This stipulation is now annulled, and in lieu thereof, it is agreed and covenanted, that in time of war the said Rao Pundit Purdhan Behauder shall appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, and in addition hereto such further force as the said Rao Pundit Purdhan Behaudur shall be able to bring into the field.

ARTICLE 5.

That a corps of Mahratta cavalry, amounting to five thousand, shall be maintained by the British Government during the present war, for the service of the Poona State, under the orders of the British Government; of which

ive thousand horse, two thousand shall serve with His Highness the Peishwa, nd the remaining three thousand with the British army in the field; and in he said five thousand Mahratta cavalry are not to be included the Mahratta roops serving with the British army under the Chieftains Bapoojee, Gunneis Punt Goklah, and Seedojee Row Nimalun, which troops shall continue to be ubsisted at the charge of Rao Pundit Purdhan Behauder.

ARTICLE 6.

By the first and second Articles of this Agreement, territory yielding an nnual revenue of 19,16,000 Rupees is restored to the Sircar of Rao Pundit Purdhan Behauder; in lieu thereof and for the purposes hereafter mentioned, he said Rao Pundit Purdhan Behauder agrees and stipulates to cede in perpetuity to the Honorable English East India Company, from the Pro- vince of Bundelcund, conquered for the Poona State by Ali Behauder, terri- ory yielding an estimated annual revenue of 36,16,000 Rupees, agreeably to he following detail:

1. In lieu of the country of Savenore, and Talooks of Buncapoor, in he Carnatic, and the Pergunnah of Oolpah, in Guzerat, a tract of territory, ielding an annual revenue of 19,16,000 Rupees.

2. On account of the stated high value of Oolpah, a tract of territory ielding an annual revenue of 50,000 Rupees, in excess for that Pergunnah.

3. To bear the entire expense of the regiment of cavalry mentioned in Article 3, a tract of territory yielding an annual revenue of 7,50,000 Rupees.

4. To serve as an equivalent for the expense to be incurred by the British Government in paying and maintaining, during the present war, the ,000 cavalry mentioned in Article 5, a tract of territory yielding an annual evenue of 5,00,000 Rupees, and lastly, a tract of territory yielding an nnual revenue of 4,00,000 Rupees, to meet the extraordinary expense which he British Government must be subject to in establishing its authority in Bundelcund, which is disturbed and ravaged by rebels, who must be subdued nd punished. Total ceded from Bundelcund, 36,16,000 Rupees.

ARTICLE 7.

The whole of the foregoing territory, ceded as above from Bundelcund to he Honorable English East India Company, shall be taken from those quarters of the province most contiguous to the British possessions, and in every respect most convenient for the British Government.

ARTICLE 8.

Inasmuch as the Pergunnah of Oolpah was particularly valuable to the Honorable Company's Government, by reason of its proximity to the City of Surat, in the prosperity of which the British Government bears an anxious concern, it is accordingly agreed and stipulated, that the said Pergunnah of Oolpah shall be so managed and governed, at all times, by the Mahratta

authority, as to conduce to the convenience of the said City, by attention to the rules of good neighbourhood, and the promotion of an amicable and commercial intercourse between inhabitants of both sides. And inasmuch as the sovereignty of the River Taptee doth belong to the British Government, it is accordingly agreed and covenanted, that the Mahratta authority in Oolpah shall have no right or concern whatever in the wreck of any vessel that may be cast upon any part of the Oolpah territory, connecting with the said River Tapttee, but be bound, in the event of any such wreck, to render the vessel all practicable aid, for which the parties assisting shall be entitled to receive from the owners of the wreck a just and reasonable compensation.

Signed, sealed, and exchanged at Poona, the 16th December, Anno Domini 1803, or the 1st Ramzan, Anno Higeree 1218.

Ratified by the Governor-General in Council, the 7th January 1804.

No. XIV.

PARTITION TREATY OF POONA with HIS HIGHNESS the PEISHWA,——1804.

TREATY for the SETTLEMENT of GENERAL PEACE in HINDOSTAN and the DECCAN, and for the CONFIRMATION of the FRIENDSHIP subsisting between the HONORABLE ENGLISH EAST INDIA COMPANY and its allies, His Highness the SOUBAHDAR of the DECCAN and HIS HIGHNESS RAO PUNDIT PURDHAN PEISHWA BEHAUDER, settled between the said HONORABLE COMPANY and the said allies by LIEUTENANT-COLONEL BARRY CLOSE, Resident at the Court of HIS HIGHNESS the PEISHWA, in virtue of the powers delegated to him by HIS EXCELLENCY the MOST NOBLE RICHARD, MARQUIS WELLESLEY, KNIGHT OF THE MOST ILLUSTRIOUS ORDER OF ST. PATRICK, one of HIS MAJESTY'S MOST HONORABLE PRIVY COUNCIL, Governor-General in Council of all the British possessions, and CAPTAIN-GENERAL of all the British land forces in the East Indies.

Whereas, by the terms of the Treaties of peace concluded by Major-General the Honorable Arthur Wellesley, on the part of the Honorable Company and its allies, with Maharajah Senah Saheb Soubah, Rajah of Berar, at Deogaum, on the 17th of December 1803, and with Maharajah Dowlut

Row Scindia at Surje Anjengaum, on the 30th of that month, which Treaties have been duly ratified by the Governor-General in Council, and by the allies of the British Government, certain forts and territories have been ceded by Maharajah Senah Saheb Soubah, and by Maharajah Dowlut Row Scindia, to the Honorable Company and its allies, the following Articles of Agreement, for the settlement of the said forts and territories, have been concluded by the British Government and by the said allies:—

ARTICLE 1.

The Province of Cuttack, including the Port and District of Balasore and all cessions, of every description, made by the 2nd Article of the Treaty of Deogaum, or by any Treaties which have been confirmed by the tenth Article of the said Treaty of Deogaum, shall belong in perpetual sovereignty to the Honorable English East India Company.

ARTICLE 2.

The territories of which Maharajah Senah Saheb Soubah formerly collected the revenues in participation with His Highness the Soubahdar of the Deccan, and those formerly possessed by Maharajah Senah Saheb Soubah to the westward of the River Wurdah, ceded by the 3rd Article of the Treaty of Deogaum, and the territory situated to the southward of the hills on which are the forts of Nernullah and Gawilghur, and to the westward of the River Wurdah, stated by the 4th Article of the Treaty of Deogaum to belong to the British Government and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan, with the exception of the districts reserved to Senah Saheb Soubah in the 5th Article of the said Treaty of Deogaum.

ARTICLE 3.

All the forts, territories, and rights of Maharajah Dowlut Row Scindia in the Doab, or country situated between the Jumna and Ganges, and all his forts, territories, rights, and interests in the countries which are to the northward of those of the Rajahs of Jeypoor, and Jodepoor, and of the Rana of Gohud, ceded by the 2nd Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

ARTICLE 4.

The Fort of Baroach and territory depending thereon, ceded by the 3rd Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

ARTICLE 5.

The Fort and City of Ahmednuggur, together with such part of the territory depending thereon, as is ceded by the 3rd Article of the Treaty of Surje Anjengaum to the Honorable Company and its allies, shall belong in perpetual sovereignty to His Highness the Peishwa.

ARTICLE 6.

All the territories which belonged to Maharajah Dowlut Row Scindia before the commencement of the late war, situated to the southward of the hills called the Adjunte Hills, including the Fort and District of Jalnapore, the town and District of Gandapore, and all other districts between that range of hills and the River Godavery, ceded by the 4th Article of the Treaty of Surje Anjengaum to the Honorable Company and its allies, shall belong in perpetual sovereignty to His Highness the Soubahdar of the Deccan.

ARTICLE 7.

All cessions made to the Honorable Company by any Treaties which have been confirmed by the 9th Article of the Treaty of Surje Anjengaum, shall belong in perpetual sovereignty to the Honorable Company.

ARTICLE 8.

This Treaty, consisting of eight Articles, being this day, the 14th of May 1804 A.D., corresponding with the 3rd of Suffer 1219 A.H., settled and concluded at Poona, by Lieutenant-Colonel Barry Close, Resident, with His Highness the Peishwa, Lieutenant-Colonel Close has delivered to His said Highness a copy of the same in English, Persian, and Mahratta, under the seal and signature of the said Lieutenant-Colonel Barry Close, and His Highness the Peishwa has delivered to the said Lieutenant-Colonel Close another copy, also in Persian, Mahratta, and English, bearing His Highness' seal, and Lieutenant-Colonel Close aforesaid has engaged to procure and deliver to His said Highness, without delay, a copy of the same, duly ratified by His Excellency the Most Noble the Governor-General in Council, on the receipt of which by His said Highness, the present Treaty shall be deemed complete and binding on the Honorable the English East India Company and on His Highness, and the copy of it now delivered to His said Highness shall be returned.

Ratified by the Governor-General in Council on 4th June 1804.

No. XV.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS BAJEE RAO RUGHONATH RAO PUNDIT PURDHAN, his heirs and successors, concluded at POONA, on the 13th of June, by the HONORABLE M. ELPHINSTONE on the part of the HONORABLE COMPANY, and by MORO DIXIT and BALLAJEE LUCHMUN on the part of the RAO PUNDIT PURDHAN, by virtue of full powers from their respective Governments,—1817.

Whereas a Treaty of general defensive alliance, consisting of nineteen Articles, was concluded at Bassein between the Honorable East India

Company and His Highness Rao Pundit Purdhan Behauder ; and whereas seven Articles of Agreement, supplemental to the said Treaty, were agreed on at Poona between the same powers ; and whereas certain disputes have since arisen, which it is the desire of both parties to remove ; with a view to adjusting the said disputes, and to the better fulfilment of the said alliance, the following Treaty has been concluded between the two States :—

ARTICLE 1.

Whereas Trimbuckjee Dainglia, by the murder of Gungadhur Shastry, the Public Minister of the Guicowar State, rendered himself obnoxious to public justice, and it became the peculiar duty both of the Honorable East India Company's Government and of that of His Highness Rao Pundit Purdhan Behauder to inflict on him such punishment as might mark their detestation of his crimes and deter others from committing the like atrocities ; and whereas Trimbuckjee Dainglia has escaped from the custody of the Honorable East India Company's Government, to which he was made over by Rao Pundit Purdhan Behauder, and has since added to his crimes by assembling banditti and committing various acts of plunder and murder, His Highness Rao Pundit Purdhan Behauder solemnly engages never to afford to the said Trimbuckjee any countenance or protection whatever, but to use his utmost efforts to seize and deliver him up to the Honorable East India Company ; and until such time as the said Dainglia may be delivered up, the family of the said Dainglia are to remain as hostages in the hands of the Honorable Company's Government ; His Highness Rao Pundit Purdhan Behauder also engages severely to punish all who participated in the said Trimbuckjee's rebellion, and who have not surrendered themselves according to His Highness' proclamation.

ARTICLE 2.

All articles of the Treaty of Bassein, and of the supplemental Articles concluded at Poona, which are not contrary to the tenor of the present engagement, are hereby confirmed.

ARTICLE 3.

By the eleventh Article of the Treaty of Bassein, His Highness Rao Pundit Purdhan Behauder engages to dismiss all Europeans, Natives of States at war with Great Britain, who shall meditate injury towards the English. His Highness Rao Pundit Purdhan Behauder now engages never to admit into his territories any subject of any European or American power whatever, without the previous consent of the British Government.

ARTICLE 4.

By the (17th) seventeenth Article of the Treaty of Bassein, His Highness Rao Pundit Purdhan Behauder engages neither to commence nor pursue in future any negociations with any power whatever, without giving previous notice to, and entering into mutual consultation with, the Honorable East India Company's Government ; in order to the more effectual fulfilment of

this Article, His Highness Rao Pundit Purdhan Behauder hereby engages neither to maintain Vakeels or other Agents at the Court of any power whatever, nor to permit the residence of Vakeels or other Agents from any power whatever at his Court, and His Highness further engages to hold no communication with any power whatever, except through the Resident or other Minister of the Honorable Company's Government residing at His Highness' Court ; and His Highness Rao Pundit Purdhan Behauder hereby for himself, and for his heirs and successors, recognizes the dissolution in form and substance of the Mahratta confederacy, and renounces all connection whatever with the other Mahratta powers, whether arising from his former situation of executive head of the Mahratta Empire, or from any other cause. Nothing contained in this Article shall affect any rights which His Highness Rao Pundit Purdhan Behauder may possess over any Chiefs of the Mahratta State between the Rivers Nerbudda and Toombuddra, and to the west of the western frontier of His Highness the Nizam's Dominions, who are now in obedience to His Highness Rao Pundit Purdhan Behauder. His Highness, however, renounces all claims on the Rajah of Colapore, and on the Government of Sawunt Warree, and engages to advance no claims on the lands of their Highnesses Scindia, Holkar, the Rajah of Berar, and the Guickwar, which may be situated within the limits before-mentioned.

ARTICLE 5.

His Highness Rao Pundit Purdhan Behauder specially renounces all future demands on His Highness Rajah Anund Rao Guickwar Behauder, whether resulting from the former supremacy of the said Rao Pundit Purdhan Behauder, as executive head of the Mahratta Empire, or from any other cause ; but as various demands and papers of accounts, arising from certain unfinished transactions, subsist between the Government of His Highness Rao Pundit Purdhan Behauder and the Government of the Rajah abovementioned, which His Highness Rao Pundit Purdhan Behauder agreed, by the fourteenth Article of the Treaty of Bassein, to submit to the arbitration of the Honorable Company's Government, those demands are hereby declared to be in force as far as relates to past times ; but His Highness Rao Pundit Purdhan Behauder now consents, that in the event of the payment of the annual sum of four lakhs of Rupees by Rajah Anund Rao Guickwar Behauder, the above agreement shall be set aside, and the said Rajah shall be discharged from all claims whatever on the part of the said Rao Pundit Purdhan Behauder. In case His Highness Rajah Anund Rao Guickwar Behauder should not consent to the payment of the annual sum of four lakhs of Rupees, then the agreement above-mentioned, which forms part of the (14th) fourteenth Article of the Treaty of Bassein, shall remain in force and binding on both parties, but His Highness Rao Pundit Purdhan Behauder hereby distinctly renounces all future claims on His Highness Rajah Anund Rao Guickwar Behauder.

ARTICLE 6.

In the fourth Supplemental Article to the Treaty of Bassein, it is agreed that in time of war His Highness Rao Pundit Purdhan Behauder shall

appoint and furnish five thousand cavalry and three thousand infantry, with a due proportion of ordnance and military stores, to join and act with the British subsidiary force, and in addition thereto, His Highness agreed to employ in the war such further force as he shall be able to bring into the field. That Article is hereby annulled ; and in lieu thereof it is agreed that His Highness Rao Pundit Purdhan Behauder shall place at the disposal of the British Government sufficient funds for the payment of a force of five thousand cavalry and three thousand infantry, and the provision of a due proportion of ordnance and military stores ; on the fulfilment of which engagement the British Government shall have no further claim to the services of the contingent above-mentioned. But His Highness Rao Pundit Purdhan Behauder shall still be bound as formerly to co-operate in the war with such a force as he may be able to bring into the field ; the Honorable Company in the same manner engaging to employ in active operations against the enemy the largest force which they may be able to furnish over and above the subsidiary force.

ARTICLE 7.

To enable the British Government to supply the place of the contingent above-mentioned, His Highness Rao Pundit Purdhan Behauder hereby assigns, and cedes in perpetuity, to the Honorable Company all the territories and rights detailed in the schedule annexed to this Treaty, and His Highness expressly renounces all claims and pretensions of whatever description on the countries enumerated in the said schedule, and all connexion with the Chiefs and Boomeas of those countries.

ARTICLE 8.

As it may be found that certain of the territories ceded by the foregoing Article may be inconvenient from their situation, His Highness Rao Pundit Purdhan Behauder, for the purpose of rendering the boundary line a good and well-defined one, agrees that such exchange of talooks and lands shall be made hereafter, on terms of a fair valuation of their respective revenues, as the completion of the said purpose may require, and it is agreed and covenanted that the territories to be assigned and ceded to the Honorable Company by the (7th) seventh Article, or in consequence of the exchange stipulated eventually in this article, shall be subject to the exclusive management and authority of the said Company and their officers.

ARTICLE 9.

His Highness Rao Pundit Purdhan Behauder will immediately issue the necessary purwannahs, or orders to His Highness' Officers, to deliver over charge of the districts ceded by Article seventh to the Officers of the Honorable Company, and it is hereby agreed and stipulated, that all collections made by His Highness' Officers, subsequently to the commencement of the Hindoo year (answering to the 5th of June 1817 A.D.), shall be carried to the credit of the Honorable Company, and all claims to balances from the said districts, referring to periods antecedent to the conclusion of this Treaty, shall be considered as null and void.

ARTICLE 10.

All forts situated within the districts ceded as aforesaid shall be delivered to the Officers of the Honorable Company, with the said districts, and His Highness Rao Pundit Purdhan Behauder engages that the said forts shall be delivered to the Honorable Company without being injured or damaged.

ARTICLE 11.

It is further agreed that if disturbances shall at any time break out in the districts ceded to the Honorable Company by this Agreement, His Highness Rao Pundit Purdhan Behauder shall permit such a proportion of the subsidiary troops, as may be requisite, to be employed in quelling the same within the said districts.

ARTICLE 12.

His Highness Rao Pundit Purdhan Behauder on his own part, and on the part of his heirs and successors, hereby cedes to the Honorable East India Company, in perpetual sovereignty, the Fort of Ahmednuggur, together with as much of the adjoining country as may be within two thousand (2,000) yards of the fort, measured from the foot of the glacis. His Highness Rao Pundit Purdhan Behauder engages to furnish such pasture lands as may be required for the use of the subsidiary force, at the most convenient place adjoining to the cantonments of the different divisions of the said force; and although by the spirit of the Treaty of Bassein the British Government is already entitled to send such troops into His Highness' territories as may appear requisite for the fulfilment of the terms of that Treaty, yet to remove all doubts on that point His Highness Rao Pundit Purdhan Behauder further engages to admit the residence, within his dominions, of any number of British troops in addition to the subsidiary force that the British Government may think necessary, and to permit all British troops to pass through all parts of his dominions without obstruction, provided that nothing in this Article is to entitle the British Government to make any demand on His Highness for the expense of the additional troops so residing.

ARTICLE 13.

His Highness Rao Pundit Purdhan Behauder hereby cedes to the Honorable East India Company all his rights, interests, or pretensions, feudal, territorial, or pecuniary, in the province of Bundelcund, including Saugor, Jansi and the lands held by Nana Govind Rao, and agrees to relinquish all connection with the Chiefs in that quarter.

ARTICLE 14.

His Highness Rao Pundit Purdhan Behauder for himself, and for his heirs and successors, hereby cedes to the Honorable East India Company all his rights and territories in Malwa, which were secured to him by the 11th Article of the Treaty of Surje Anjengaum, and generally all rights and pretensions of every denomination which he may possess in the country to the

north of the River Nerbudda, excepting those which he possesses in the Province of Guzerat ; and engages never more to interfere in the affairs of Hindostan.

ARTICLE 15.

His Highness Rao Pundit Purdhan Behauder formerly rented his share of the City and Province of Ahmedabad, including the tribute of Kattiwar, to Bhugwunt Rao Guickwar, at the rate of four lakhs and a half of Rupees per annum, and granted a Sunnud to that effect under date the twenty-seventh Jemadee-ul-Akhir (1205) one thousand two hundred and five. The tribute of Kattiwar formerly comprehended in that farm has been ceded to the British Government by the seventh Article of the present Treaty. His Highness now agrees to grant the remainder of the said farm in perpetuity, to His Highness Raja Anund Rao Guickwar Behauder, and to his heirs and successors, on the same terms as those contained in the above-mentioned Sunnud, dated the twenty-seventh of Jemadee-ul-Akhir A.H., one thousand two hundred and five (1205), excepting the terms contained in the second (2nd), eighth (8th), eleventh (11th), and fifteenth (15th) Articles, which are hereby abrogated and annulled. In consideration of the greatness of the actual revenue of the City and Province of Ahmedabad, and likewise of the loss to which His Highness Rao Pundit Purdhan Behauder has already been subjected by his renunciation of all future claims on His Highness Raja Anund Rao Guickwar Behauder, and by his accepting an annual payment of four lakhs in lieu of all claims actually due up to the present day, it is agreed that the former sum of four lakhs and a half of Rupees shall still be paid for the farm of Ahmedabad, notwithstanding the separation of the tribute of Kattiwar.

ARTICLE 16.

Whereas certain Articles of Agreement (six in number) regarding the settlement of the southern jaghiredars were presented by the Resident at Poona to His Highness Rao Pundit Purdhan Behauder, on the 6th of July, one thousand eight hundred and twelve (1812) A.D., to which, after a modification suggested by His Highness and submitted to him on the seventh of the same month, His Highness gave his entire consent, those articles are hereby recognized and declared to be binding on both parties, as much as if they formed part of the present Treaty; and whereas various disputes have arisen regarding the muster of the troops of the said jaghiredars, and the manners and periods of their service, His Highness Rao Pundit Purdhan Behauder hereby agrees to be guided entirely by the advice of the British Government with regard to those subjects , and to issue no orders to the jaghiredars without full concert with the British Government; His Highness hereby agrees to restore to the said jaghiredars any of the lands included in their Sunnuds which may now be in His Highness' possession ; and in consideration of the recommendation of the British Government His Highness hereby consents to restore to Madhoo Rao Rastia the jaghire

formerly held by him and resumed in the year one thousand eight hundred and fourteen, and to permit him to hold that jaghire as formerly, under the guarantee of the British Government.

ARTICLE 17

The fort and territory of Mailghaut having been taken possession of by the troops of His Highness Rao Pundit Purdhan Behauder without concert with the British Government, and His Highness' occupation of that fortress having since occasioned various inconveniences to the other allies, His Highness Rao Pundit Purdhan Behauder engages to withdraw his troops from Mailghaut, and he hereby renounces all claims and pretensions to the said fort and territory, and to all other territories occupied by his troops during the expedition of one thousand eight hundred and eleven.

ARTICLE 18.

This Treaty, consisting of eighteen Articles, being this day settled and concluded at Poona by the Honorable M. Elphinstone, Moro Dixit, and Ballajee Luchmun, Mr. Elphinstone has delivered to His Highness the Peishwa a copy of the same in English, Persian and Mahratta, under the seal and signature of the said Honorable M. Elphinstone, and His Highness the Peishwa has delivered to the said Honorable M. Elphinstone another copy, also in English, Persian and Mahratta, bearing His Highness' seal, and the Honorable M. Elphinstone aforesaid has engaged to procure and deliver to His Highness without delay a copy of the same, duly ratified by His Excellency the Most Noble Francis, Marquis Hastings, K.G., Governor-General, &c., &c., in Council, on the receipt of which by His said Highness, the present Treaty shall be deemed complete, and binding on the Honorable East India Company and on His Highness the Peishwa, and the copy now delivered to His said Highness shall be returned.

Peishwa's Seal.

(Peishwa's Signature.)

Governor-General's small Seal.

(Sd.) HASTINGS.
" N. B. EDMONSTONE.
" A. SETON.
" G. DOWDESWELL.

Ratified by the Governor-General in Council, this fifth day of July, one thousand eight hundred and seventeen, at Fort William in Bengal.

(Sd.) J. ADAMS,
Acting Chief Secretary to Government.

SCHEDULE OF THE LANDS and REVENUES ceded in perpetuity by HIS HIGHNESS RAO PUNDIT PURDHAN BEHAUDER to the HONORABLE EAST INDIA COMPANY, by virtue of the SEVENTH ARTICLE of the annexed TREATY, amounting to thirty-four lakhs of Rupees, lands and revenues, to be made over immediately.

The Districts of Bailapur, Autgong, and Culleaun, and all the territories possessed by His Highness Rao Pundit Purdhan Behauder situated to the north of those districts as far as Guzerat, and lying between the Ghauts of the Syadree mountains and the sea.

All the rights and territories possessed by His Highness Rao Pundit Purdhan Behauder in Guzerat, with the exception of Ahmedabad, Oolpar, and the annual payment due by the Guickwar.

The tribute of Kattiwar is estimated, after deducting the expense of collections, at four lakhs of Rupees.

The territories of Darwar and Koosigul.

The above territories are to be made over immediately. The necessary expenses of the management of the said districts are then to be ascertained and deducted from the gross revenue. The remaining revenue is to form part of the thirty-four lakhs stipulated for in the seventh Article, and the territory required to complete that amount is to be ceded in the Carnatic in such situations as may be most convenient to the Honorable East India Company's Government, with a view to the preservation of a distinct boundary line.

Whatever collections may have been made by the Officers of His Highness Rao Pundit Purdhan Behauder from the districts to be made over immediately, or from those to be hereafter assigned in the Carnatic subsequent to the commencement of the present Hindoo year, answering to the 5th of June 1817, are to be repaid to the Officers of the Honorable East India Company, agreeably to the ninth Article of the Treaty.

For the purpose of ascertaining the amount of the revenue of the territories now made over, it is agreed that the regular accounts for the last twenty years shall be produced from the records of His Highness Rao Pundit Purdhan's Government, within the period of five days.

Peishwa's Seal.

Governor-General's small Seal.

(Peishwa's Signature.)

(Sd.) HASTINGS.
„ N. B. EDMONSTONE.
„ A. SETON.
„ G. DOWDESWELL.

By the Governor-General in Council, this 5th day of July 1817.

(Sd.) J. ADAMS,
Acting Chief Secretary to Government.

Paper presented by the Resident at Poona to the Peishwa's Ministers on the 6th of July 1812, and accepted by His Highness on the 7th.

First.—His Highness the Peishwa will take no notice of past injuries, and will advance no pecuniary claims without the consent of the British Government.

Second.—The jaghiredars to retain possession of their serinjaumy lands as long as they serve His Highness the Peishwa with fidelity.

Third.—All lands and revenues which have been usurped, *i.e.*, enjoyed without Sunnuds, by the jaghiredars, to be restored to His Highness the Peishwa.

Fourth.—The jaghiredars to serve His Highness the Peishwa according to their Tynaut Zaubitas, and to attend with their contingents when summoned by His Highness. The Peishwa will not give any promise to the jaghiredars that shall limit his ancient right to summon them when he pleases and retain them as long as he thinks fit, but he promises the British Government to employ them when the affairs of his Government require it, and to dismiss them according to the ancient usage by the advice of the British Government when their services are not required. His Highness also engages to treat the jaghiredars with the consideration to which they are entitled by former practice.

Fifth.—The British Government charges itself with the fulfilment of the conditions contained in the four Articles above written. If the jaghiredars shall not accept them, the English Government will enforce them by fair means or by force if necessary, and if they should finally reject them, the British Government will unite with the Peishwa in resuming their lands for His Highness. Should the jaghiredars give their consent to these engagements at present, but hereafter refuse to comply with them, the British Government will join with the Peishwa in punishing them.

Sixth.—The Peishwa's Government will not depart from any of the engagements into which the British Government may enter in conformity to the preceding Articles, nor is any other authority to interfere with the British Government in the present negociation.

Peishwa's Seal.

(Peishwa's Signature.)

Governor-General's small Seal.

(Sd.) HASTINGS.
„ N. B. EDMONSTONE.
„ A. SETON.
„ G. DOWDESWELL.

By the Governor-General in Council, the 5th day of July 1817.

(Sd.) J. ADAMS,
Acting Chief Secretary to Government.

No. XVI.

Propositions to Bajee Rao.

Dated 1st June 1818.

First.—That he shall resign for himself and successors all right, title, and claim over the Government of Poona or to any sovereign power whatever.

Second.—That Bajee Rao shall immediately come with his family and a small number of his adherents and attendents to the camp of Brigadier-General Malcolm, where he shall be received with honor and respect, and escorted safe to the city of Benares, or any other sacred place in Hindostan, that the Governor-General may, at his request, fix for his residence.

Third.—On account of the peace of the Deccan, and the advanced state of the season, Bajee Rao must proceed to Hindostan without one day's delay, but Brigadier-General Malcolm engages that any part of his family that may be left behind shall be sent to him as early as possible, and every facility given to render their journey speedy and convenient.

Fourth.—That Bajee Rao shall, on his voluntarily agreeing to this arrangement, receive a liberal pension from the Company's Government for the support of himself and family. The amount of his pension will be fixed by the Governor-General. Brigadier-General Malcolm takes upon himself to engage that it shall not be less than eight lakhs of Rupees per annum.

Fifth.—If Bajee Rao, by a complete and ready fulfilment of this Agreement, shows that he reposes entire confidence in the British Government, his requests in favour of principal jaghiredars and old adherents, who have been ruined by their attachment to him, will meet with liberal attention; his representations also in favour of Brahmins of venerable character, and of religious establishments founded or supported by his family, will be treated with regard.

Sixth.—The above propositions must not only be accepted by Bajee Rao, but he must personally come into Brigadier-General Malcolm's camp within twenty-four hours of this period, or else hostilities will be recommenced, and no further negociation will be entered into with him.

(True copy.)

(Sd.) A. MacDonald,
Assistant.

II.—KATHIAWAR AGENCY.

By the 4th Article of the treaty* with the Gaekwar of 1805 it was stipulated that a portion of the subsidiary force, for which that treaty provided, should proceed to Kathiawar whenever there should be a real necessity for it, the British Government being the judge of the necessity. During the close connection which existed between the British Government and the Gaekwar at the beginning of the nineteenth century, it was discovered that a considerable portion of the Gaekwar's revenues depended on the realisation of revenues from Kathiawar, which were annually collected by a military expedition. As early as 1802 the evils of this "mulkgiri" system, which was a special characteristic of the Maratha Empire, attracted the attention of the British Government.

The exactions of the mulkgiri army were directed chiefly against property—never against persons, unless the demands of the government were resisted. If a Chief settled with the government before the army entered his estates, he was secure from oppression, but if he resisted, the whole open country was put under forcible contribution. As the mulkgiri expeditions began to be undertaken with greater regularity, the contributions were increased, till eventually Maratha establishments were introduced into the country. In this way the Gaekwar had established himself at Lathi, Amreli, Lakhtar, Palitana and other places in Kathiawar, principally in the districts bordering on his substantive possessions in Gujarat.

Two obvious evils were inseparable from this system, to neither of which could the British Government lend its countenance. In the first place, there being no civil government, the country was desolated by the intestine feuds of the petty landholders, and in the next place, the injury done to the country by the mulkgiri army was out of all proportion greater than the revenue realised. When, therefore, the British Government associated itself with the Gaekwar in enforcing the rights of the Gaekwar in Kathiawar it placed before itself two objects to be attained,—the maintenance of tranquillity in the country; and the commutation of the variable and generally increasing collections made by the Gaekwar to fixed money payments to be made annually without the periodical despatch of an army. Further than this it was not proposed to interfere with the rights and powers formerly enjoyed by the Chiefs and landholders, or, at that time, with the rights of the

* See Vol. VIII, Baroda.

Gaekwar. In the districts ceded to the British Government by the Peshwa and the Gaekwar in 1802-03, the same system of mulkgiri collections, and the comparative independence of the landholders, were found to exist, more especially in Gogha, Dhandhuka and Dholka, which are now talukas of the British district of Ahmadabad. The enforcement of British laws has long since obliterated this state of affairs in British districts; but in Kathiawar it was stereotyped by the engagements which it was the policy of the day to conclude while as yet the province was under the Peshwa and the Gaekwar.

In December 1803 the Chiefs of Chital, Jetpur, Mendarda, Kundla, Joria, and Morvi applied for British protection, and offered, on certain conditions, to cede their estates to the British Government; but as the rights of all parties in Kathiawar were unknown, and no specific arrangement had been made with the Gaekwar's government, the offer was not accepted. In 1807 the joint forces of the British Government and the Gaekwar advanced to Kathiawar. Before the country was entered, circular letters were addressed by Colonel Walker, Resident at Baroda, and the Gaekwar to twenty-nine * of the principal Chiefs, explaining to them the object in view. The intention of the British Government was in many cases misunderstood. Some Chiefs believed that mulkgiri collections were to be levied on account of the British Government, and others, supposing that the intention was to supplant the rights of the Gaekwar, made open professions of dependence on the British. These misunderstandings were removed, and the Chiefs readily entered into the engagements proposed to them. But owing to the peculiar tenure of property in Kathiawar, the number of engagements concluded, instead of being 29 only as at first expected, amounted to no fewer than 153;† and this number was afterwards largely increased as deserted estates became settled. In Kathiawar, except among the leading Rajput families, the property of the father is subdivided among the sons, and the subdivision becomes more complete as the families descend in the scale of wealth and importance. In Kathi States the custom was to divide, but recently Government have applied the rule of primogeniture to all Jurisdictional States, including those of Kathi Chiefs. Among the smal proprietors the practice continues universal, the eldest son in some case

* In Jhalawar 9
In Gohelwar 4
In Halar, etc. 16

† Colonel Walker in his reports mentions 192 States, but he made revenue settlements of 153 only. *See Statement on next page.*

receiving the largest share, and enjoying certain privileges as the head of the family. The possessors of these shares and their descendants are called the "Bhayad," or brotherhood, of the principal Chief. They claim the same powers in their estates as the Chief, paying their contribution of the general collections made in the country, and frequently claiming the right of a separate settlement of their own account. There is another class called "Mulgirasias," or original owners of villages, who had come to terms with the Chiefs who had established sway over them, and by surrendering a portion of their lands had retained the remainder as Giras, or hereditary landed property, subject to the conditions of military service and tribute. From all such as could establish their right to a separate settlement, separate agreements were taken.

The permanent Engagements (No. XVII) concluded were of two kinds * for each of which separate security was taken. The first form was

(*See foot-note on the preceding page.*)	Mentioned.	Settled.
Jhalawar	49	48
Machhu Kantha	2	1
Gohelwar	31	29
Barda	1	1
Sorath	6	3
Halar	35	32
Kathiawar Proper	68	39
TOTAL	192	153

There are no authentic lists of the Chiefs with whom the engagements were made, except the schedules attached to Colonel Walker's reports. The list given at page 232 of Mr. Hughes Thomas's collection of Treaties is incorrect, and appears to have been borrowed from a list of the Kathiawar Chiefs submitted to the Bombay Government in 1842. Column 6 of the statement which forms Appendix No. I indicates those of the Kathiawar States with which Colonel Walker made engagements, which remain to this day and have not been absorbed in other States.

* Besides these a document called Hath Jamini was sometimes taken. This was a preliminary obligation to enter into certain engagements. It was always cancelled and returned to the Chief when the permanent engagements were signed.

called "Fa'el Zamin;" and was a security-bond providing for the general peace of the country and the protection of the possessions of the British Government, the Peshwa, and the Gaekwar. This engagement was signed by the Bhat * of the Chief, and for the faithful performance of its terms counter-security was taken from some other Chief, so as to establish a chain of responsibility, making each Chief answerable for his neighbour. The second kind of engagement was for the payment of a fixed revenue in perpetuity; and for this security was given renewable after ten years. When the Chiefs paid no revenue to the Gaekwar, the engagement of the first kind only was taken. After these engagements were concluded, a Memorandum (No. XVIII) of the engagement was given to each Chief under the guarantee of the British Government. The settlements made in 1807 were based upon the state of things existing at the time, and this is the period to which all enquiries in disputes regarding lands or hereditary rights in Kathiawar are limited. The aggregate amount of revenue fixed at these settlements in perpetuity was equivalent to Government Rupees 9,07,415.

The principle of the Fa'el Zamin † bonds was developed later; for instance, in 1821-22, when, under arrangements with the Peshwa and the Gaekwar, the British Government had acquired exclusive authority in Kathiawar; and again in some instances at so late a date as 1850. In all 147 bonds, coming under the general designation of Fa'el Zamin, were taken from the same number of Chiefs, and are still in existence. Disregarding merely verbal differences, they may be divided into five main classes, a specimen of each of which is appended (No. XVII). These classes may be described thus:—

1st.—Those in which the talukdars are responsible for compensation *or* for the production of the thief.

2nd.—Those in which the talukdars are responsible for compensation *as well as* the production of the thief.

* The Bhats or bards are a class of people highly respected by Rajputs. Their persons are considered sacred, and hence they were commonly employed as sureties.

† It is to be noticed that the Government of India entirely decline to regard these bonds as treaties or agreements covering all their political relations with the Native States of Kathiawar; they have been authoritatively pronounced to be nothing more than a formal record of the local customs prevailing at the time of their execution and of the obligations which usage had imposed upon the Chiefs who became parties to them. The Governor-General in Council has accordingly decided, with the concurrence of the Secretary of State, that the responsibility of the Kathiawar States for mail robberies is governed, not by the terms of these bonds, but by the "Mail Robbery Rules" promulgated in 1866 and since amended in 1885.

3rd.—Those in which the talukdars only bind themselves to abstain from annoying merchants and travellers, and to give them guards until they leave their territories, and are not liable for compensation for robberies or for the production of the thief.

4th.—Those in which the talukdars bind themselves that, if the tracks of any bad character enter the lands of any village of their taluka, they will carry them in or become responsible in any way that Government may direct.

5th.—Those in which the talukdar is responsible for highway robberies absolutely and no reservation is made regarding the production of the thief.

The different bonds apply, class for class, to the various States as follows:—

No. 1.—Junagarh, Bhaunagar, Dhrangadra, Morvi, Wankaner, Dhrol, Rajkot, Jetpur, Jasdan.

2.—Porbandar, Wadhwan, Gondal.

3.—Limri.

4.—Vanod, Dasara, Chura, Than-Lakhtar and Limri, Muli, Wadhwan, Sayla and Virpur, Junagarh and Bhaunagar.

5.—Other States.

A special bond of the same description (No. 6) was in 1812 taken from the Jam of Nawanagar after a British force had occupied his territory. The Chiefs of Palitana and Lathi do not appear to have been ever called upon to give formal security in this way.

It is remarkable that in all the arrangements of 1807 the rights of the Peshwa in Kathiawar were overlooked. The Gaekwar was entitled to the greater part of the Kathiawar revenues, not in his own right, but in his capacity of farmer for the Peshwa. Yet the engagements concluded were drawn up solely in the Gaekwar's name. The Peshwa's consent to the settlement of his revenues in perpetuity was never asked, nor was he even informed of what had been done till 1814, after the Gaekwar's lease had expired, and the disputes arose * between the Peshwa and the Gaekwar which ended in the murder of Gangadhar Shastri. The British Resident at Poona then delivered a draft agreement † to the Peshwa, explaining the nature of the engagements which had been made, and requiring him to respect them.

* See Vol. VIII, Baroda.

† Appendix No. II.

But in this draft agreement the mistake was made of describing the engagements as settlements for ten years, whereas the collateral security bond only was renewable after ten years, the settlements being in perpetuity. The Peshwa did not assent to this draft agreement and presented another * to be substituted for it. Besides these, several other proposed engagements were exchanged in the course of the negotiations, but no final agreement was come to, till the discussions were ended by the treaty of 1817. Article 7† of this ceded to the British Government all the Peshwa's rights in Kathiawar. Since the agreement ‡ in 1820 with the Gaekwar, by which he engaged to send no troops into Kathiawar and to make no demands on the province except through the British Government, the supreme authority in Kathiawar has been vested in the British Government alone, firstly, in its own share acquired under the treaty of 1817; and, secondly, in the Gaekwar's share by virtue of the agreement of 1820. In Amreli, however, and the other portions of Kathiawar included in the term "Panch Mahals,"§ which had come under the direct rule of the Gaekwar, and in Okhamandal, which, after its conquest by the British Government, was ceded to the Gaekwar by the 7th article of the treaty ‡ of the 6th November 1817, the internal management is conducted by the officers of the Gaekwar.

The Kathiawar Chiefs, partly from their pecuniary embarrassments, and partly from their weakness and the subdivision of their jurisdictions, were incapable of acting up to the engagements which bound them to preserve the peace of the country and suppress crime. On the other hand, the British Government was fettered in its efforts to effect an improvement in the administration by these very engagements, which it had mediated when the country was under the authority of the Peshwa and the Gaekwar, and when the substitution of the direct control of the British supremacy for that of the Native governments had not been contemplated. These engagements, besides considerations of financial and political expediency, prevented the subjection of the Chiefs to ordinary British rule, and no course of reform was left open save to introduce a special authority suited to the obligations of the British Government, the actual condition of the country, and the usages and character of its inhabitants. Inquiries, which had been instituted in 1825, showed that the Kathiawar Chiefs believed the sovereignty

* Appendix No. II. † See page 67. ‡ See Vol. VIII, Baroda.

§ Amreli, Dhari and Dantarwas in the Kathiawar Division; Korinar in Sorath; and Damnagar in Gohelwar.

of the country to reside in the power to whom they paid tribute; that before the British Government assumed the supreme authority, the Gaekwar had the right of interfering to settle disputed successions, to punish offenders seized in Chiefships of which they were not subjects, to seize and punish indiscriminate plunderers, to coerce Chiefs who disturbed the general peace, and to interfere in cases of flagrant abuse of power or notorious disorder in the internal government of the Chiefs. Upon the basis, therefore, of these rights of the supreme power, the British Government, in 1831, established a criminal court of justice in Kathiawar to be presided over by the Political Agent (now Agent to the Governor) aided by three or four Chiefs as assessors, for the trial of capital crimes in the estates of Chiefs who were too weak to punish such offences, and of crimes committed by petty Chiefs upon one another, or otherwise than in the legitimate exercise of authority over their own dependants. But, with this exception, no magisterial interference in the administration of the territories subject to the various Chiefs was exercised by the Political Agent (now Agent to the Governor).

The investigations made at the settlement in 1807 revealed the fact that the Rajput tribes in Kathiawar, more particularly the Jarejas and Jethwas, were addicted to the barbarous practice of female infanticide. Mr. Duncan, the Governor of Bombay, who some years before, when in charge of Benares, had induced a caste called Rajkumars to put a stop to this usage, instructed Colonel Walker to endeavour to induce the principal Chiefs in Kathiawar to bind themselves and their followers to renounce the crime. With much difficulty Colonel Walker succeeded in persuading twenty Chiefs and their Bhayad, including every Jareja Chief who enjoyed the smallest separate jurisdiction, to sign an Engagement (No. XIX) binding themselves under penalties to prohibit infanticide, and giving the British Government and the Gaekwar the right to punish offenders. The engagement comprised within its obligation every Jareja family inhabiting the peninsula of Gujarat. It was first signed by the Chief of Gondal and last by the Jam of Nawanagar. In consequence of violations of this agreement, two Chiefs were subsequently required to renew it—the Jam of Nawanagar in 1812 (No. XX), and the Chief of Rajkot in 1835 (No. XXI). The latter Chief was fined Rs. 12,000 for breach of his engagement, and by the new agreement, for which he had to furnish two securities, he was required to inform the Political Agent in Kathiawar of any birth expected in his family. His sureties were the Raja of Wankaner and the Chief of Kotra-Sangani. Shortly after the conclusion of the settlement of Kathiawar, Colonel Walker left India, and the subject of infanticide was lost

sight of for some years. Attention was again directed to it, however, in 1817, when it was found that between December 1808 and June 1817 only 63 female infants had been rescued from murder. In July 1824 the number had increased to 266. In 1825 the infanticide fund was established. This fund is now merged in the "Agency Consolidated Fund," from which assistance is given to poor Jarejas and others in defraying the expenses of the marriage of their daughters. Rewards used to be distributed to such as might merit them by their efforts in rescuing female children from destruction or in bringing offenders to detection. The British Government in 1834 issued a proclamation to all the Kathiawar Chiefs, reminding them of their engagements, and declaring the intention of punishing persons guilty of infanticide in such manner as might be conducive to the complete suppression of the practice. The proclamation was renewed in 1838, and further steps were taken to remove the causes which led to infanticide by inducing the Chiefs of other Rajput tribes not to give their daughters to any tribes which would not give their daughters in return; and by diminishing the expenses at marriages. These measures, backed by the persevering efforts of the officers of the British Government, were attended with the most successful results. In 1899 it was decided that there was no further necessity for any special measures for the prevention of female infanticide; they have been discontinued, therefore, since the 1st April 1900.

Notwithstanding all efforts to reform the administration of Kathiawar, there was at first little improvement in the condition of the country. The social and political system of the province was described as a system of sanguinary boundary disputes, murders, robbery, abduction, arson, and outlawry. Upwards of two hundred persons were said to have voluntarily made themselves outlaws and to subsist professedly by depredation. Although about eighty of the petty States, which existed in 1807, had been absorbed in other States, yet, from the constant subdivision of possessions by inheritance, the number of separate jurisdictions * rose to four hundred

* In Jhalawar 102
In Kathiawar proper 151
In Machhu Kantha 2
In Halar 47
In Sorath 7
In Barda 1
In Gohelwar 51
In Und Sarvaiya 37
In Babriawar 20

TOTAL . 418

and eighteen, and in the majority of these the jurisdiction claimed was over two villages, one village, and often a fraction of a village.

In 1863 the administration was reorganised by arranging in seven classes all the Chiefs of Kathiawar, and defining their powers and the extent of their jurisdiction. The country was divided into four districts, or "prants" corresponding with the ancient divisions* of Kathiawar, and European officers were appointed to these districts to superintend the administration generally, and more particularly to try inter-jurisdictional cases and offenders who had no known Chief, or who were under such petty landholders as might be unable to bring them to trial.

There are seven Chiefs in Kathiawar, *viz.*, Junagarh, Nawanagar, Bhaunagar, Porbandar, Dhrangadra, Morvi, and Gondal, who exercise first-class jurisdiction; that is to say, have power to try for capital offences, without permission from the Political Agent (now Agent to the Governor), any persons except British subjects. Seven—*viz.*, Wankaner, Palitana, Dhrol, Limri, Rajkot, Wadhwan, and Jafarabad—exercise second-class jurisdiction; that is to say, have power to try for capital offences, without permission of the Political Agent (now Agent to the Governor), their own subjects only. The other Chiefs have powers more or less restricted according to their class. As a rule there is no appeal from the decisions of the Chiefs, but their proceedings may be called for and reviewed on suspicion of injustice. The Political Assistants (now Political Agents) have the original civil powers of zilla judges and the criminal powers of district magistrates. Appeals lie from their decisions to the Political Agent (now Agent to the Governor), but in civil cases the right of appeal has of late been somewhat restricted. Each Political Assistant (now Political Agent) in charge of a prant has a Deputy Assistant subordinate to him, who resides at the head-quarters of the prant, and has civil and criminal powers up to a fixed limit. There are also a certain number of subdivisional thanadars in each prant, each of whom is invested with lower civil and criminal powers over a cluster of villages contiguous to his thana, for the exercise within his powers of the residuary jurisdiction which vests in the British Government.

No special provision was made in these arrangements for the hearing of Giras cases, or those in which landed estates held on a semi-feudal tenure were involved. If a case fell within the jurisdiction of a Chief it was heard by him; if it fell beyond his jurisdiction, it was heard by the Political Assist-

*Jhalawar . . . . . North.
Gohelwar . . . . . East.
Sorath . . . . . South.
Halar . . . . . West.

ant (now Political Agent), but it was not the practice to interfere in cases which a Chief, in virtue of his jurisdiction, was competent to hear. The effect of this was to deprive the Mulgirasias of the right of appeal against their Chiefs; and in 1867 it was decided that the Mulgirasias were entitled to look to the British Government for enforcement of the obligation in the Fa'el Zamin bond of 1807 which bound the Chiefs not to seize lands.

To give effect to this decision it was at first proposed that Giras cases should be heard by a court composed of a Judicial Assistant to the Political Agent (now Agent to the Governor) assisted by the karbharis of the Chiefs as assessors. This arrangement, however, was regarded with disfavour by the Chiefs, and, after much discussion, during which the Chiefs were allowed every opportunity of representing their views, a scheme was introduced, experimentally, providing for the survey of estates and the settlement of the rights in land of the subordinate Mulgirasias. The Rajasthanik Sabha court was also established for the decision of questions in dispute between Mulgirasias and Bhayads on the one hand and the Chiefs on the other. The court was composed of a British officer as president, and six members who were chosen by Government out of a list of twelve names submitted by the Chiefs. Of these six members the president chose two to sit with him as assessors, and either party to a dispute had a right of objecting to one of the members. Rules (No. XXII) were drawn up to regulate the working of the court.

The Rajasthanik court was abolished from the 1st April 1899. After the abolition of the court the following procedure was adopted in regard to the disputes relating to Giras and Haks between the States of classes I to IV and their Bhayads and Mulgirasias. The Bhayads and the Mulgirasias exhaust their remedies in the States' courts and then submit their applications or appeals against the State Huzur Courts' decisions to the Agent to the Governor, who deals with them as political cases in his own court, referring them, if necessary, to the Judicial Assistant for hearing and report; but the final order is passed by the Agent to the Governor. Parties dissatisfied with the decisions of the Agent to the Governor appeal to His Excellency the Governor in Council, Bombay.

As for the cases arising in States below class IV, fresh Rules (No. XXIII) were made in 1898, by which the Judicial Assistant has been authorized to hear and dispose of such cases with the aid of two assessors to be appointed from among those mentioned in the list maintained for the purpose. All decisions passed by the Judicial Assistant are required to be countersigned by the Agent to the Governor in Kathiawar.

For many years the southern districts of Kathiawar were exposed to the depredations of bands of Waghers, who plundered the Gaekwar's Mahals and created a widespread feeling of alarm throughout Kathiawar. In 1867 a large band of these outlaws attacked and plundered several villages in the vicinity of Rajkot, killed and wounded upwards of seventy persons, and carried off property valued at two lakhs of rupees. A small British force was despatched against them, and, with the loss of two officers (Captains Hebbert and LaTouche), completely defeated them near Macharda in the territory of the Jam of Nawanagar. To assist the Chiefs in the maintenance of order a local corps, composed of contingents from several of the first-class States, was formed under the control of two British officers, in March 1867. It was called the Federal Sibandi of the Kathiawar States. In May 1868 the remainder of the Wagher band was destroyed by a party of this corps, which was finally disbanded in 1873, when there was no further occasion for its services. In the same year special measures had to be adopted to repress the excesses committed by outlaws, and a British officer was appointed, with the consent and at the expense of the States, to the duty of moving through the various jurisdictions with a small body of horse in pursuit of offenders. The cost of this measure, which was continued for three years was Rs. 18,000 a year. In 1886 the services of a special officer were lent to the Junagarh State for the suppression of outlawry and the reorganisation of the State police. In consequence of the depredations of a band of dakaits in the territory of Nawanagar and Gondal, the operations of the special offices were extended to those States in the following year, and two other officers were appointed to assist him. By the end of 1888 the dakaits had been either killed or captured, and order had been restored; and at the end of 1889 the special officer was withdrawn. To prevent the recurrence of such disturbances all the States of Kathiawar in the first four classes signed a Convention (No. XXIV) in 1890, with a view to securing efficient co-operation in the suppression of dakaiti and other serious crime. It was arranged that the police of any State should be allowed to enter the territory of another to effect a capture, provided they communicated at once with the officials of the State so entered; and the same privilege was granted with reference to British districts. In districts where there are no jurisdictional Chiefs, or only very petty Chiefs under thanas, and in the civil stations, the police administration vests in the Agency. In 1890-91 the province of Kathiawar was threatened with outlawry on the part of a band of Mianas. They committed dakaities, robberies and such other heinous offences in different places in Kathiawar. These depredations continued till 1892, when it was realised that

it was impossible for the police of Native States to cope with the gang without European supervision and direction. Measures to this effect were accordingly taken, and on the 19th December 1892 the whole gang was destroyed in the encounter at Karadia when Lieutenant Gordon was killed. The outlawry was completely stamped out by February 1894. The supervision of an European officer in the Wankaner State, however, was not withdrawn till the Chief attained his majority in March 1899.

In 1820-21 the Chiefs of Kathiawar entered into Engagements (No. XXV) to procure all opium * required for consumption in their respective talukas from the Government store; to appoint retail sellers who should keep registers of the sale of the drug; and to treat as contraband all opium not so obtained which might be found in their territories. It was found that these engagements had not been adequately fulfilled; and fresh rules to protect Imperial interests were laid down in 1878. They were to the effect that any Chief or Talukdar who agreed to prevent the smuggling and illicit sale of opium, to adopt the British retail system, to prohibit the retail sale of opium within the limits of his authority at a rate lower than that which obtained in neighbouring British territory, would be allowed a drawback of 20 per cent. on the pass fee levied by Government on each chest of 140 lbs. supplied to such Chief or Talukdar. Those who declined to agree to these conditions would have to pay the whole pass fee. Only a few of the minor Talukdars signed this agreement. The other Chiefs submitted a representation to Government, claiming to be allowed to cultivate and manufacture opium and to receive opium from Government duty-free. These claims were disallowed. The Government of India ruled in 1881 that the British Government had always exercised the right of levying a duty on opium, and that the prohibition to the cultivation and manufacture of opium was of long standing and had been acquiesced in by the States of Kathiawar, and must continue. The pass fee, however, was reduced, Government reserving its right to raise it should the States not loyally co-operate for the suppression of illicit traffic. The leading States then proposed certain modifications in the rules. They would have had the effect of precluding the British Government from raising the pass fee and reducing the drawback. These concessions were refused, but the States were in 1881 permitted to purchase opium in the Bombay market. Rules to regulate the sale of opium in the States of Kathiawar were finally sanctioned by the Government of India in 1899.

In 1822 the Chief of Patri agreed to abandon his claims on the salt-pans

* The poppy seems never to have been cultivated in Kathiawar.

in his State in consideration of receiving an annual cash payment. A similar arrangement was accepted in 1824 by the Thakurs of Jhinjhuwara, of the Rasani and Melani branches. In 1883 Engagements (Nos. XXVI to XXIX) were taken from the Chiefs of Kathiawar for the regulation of the manufacture of, and the trade in, salt. These agreements were of three kinds: the first was executed by six* Chiefs of maritime and salt-producing States; the second by six† Chiefs of non-maritime and salt-producing States; and the third by twenty-six Chiefs of those States which are neither maritime nor salt-producing. The general effect of all three was to bind the Chiefs to take such measures for the protection of the British salt revenue as were required by the local situation and circumstances of their States. It was subsequently decided that, in the case of non-maritime and non-salt-producing States, it was unnecessary to insist on the observance of the third article of their agreements which provided for the sale of salt by licensed vendors only. Maps of the several salt-works and lists of the salt-works and sources are attached to the agreements executed by the States. In November 1895 the Chief of Bajana entered into an Agreement (No. XXX) regulating the production and distribution of salt in his State. In January 1900 the Raj Sahib of Dhrangadra agreed (No. XXXI) to give up the manufacture of Vadagara salt at the Kuda works, which had been permitted him by the agreement of 1883.

In 1854 the Kathiawar Chiefs engaged to suppress the adulteration of cotton practised by traders within their districts; and in 1864 they agreed to abolish transit duties. In 1885-86 the oppressive impost on trade known as "Deshdan" was abolished in the States of Nawanagar, Junagarh, Wankaner, and Wadhwan.

In 1871 the Rajkumar College was established at Rajkot for the education of the sons of the Chiefs and nobles of Kathiawar. According to rules framed in 1898 the affairs of the college are administered by a council, appointed from the Board of Visitors, of which His Excellency the Governor of Bombay is the President, the Agent to the Governor, Kathiawar, Vice-President, and the Principal of the College a Member. The College establishment was reorganised in 1904 and a new scheme introduced, under which, among other things, an European Vice-Principal was appointed. The States of Kathiawar agreed to the scheme, on the understanding that Government would bear the extra cost. The question of the Government grant is still (1906) pending.

* Junagarh Nawanagar, Bhaunagar, Morvi, Jafarabad, Porbandar.

† Dhrangadra, Than Lakhtar, Limri, Wala, Malia, Bajana.

The first railway in the province was the Kathiawar extension of the Bombay, Baroda and Central India line, running from Ahmadabad to Wadhwan, with a branch to the Kharagora salt-works. The Chiefs of Patri, Bajana, Lakhtar, and Wadhwan, through whose territory the line passes in Kathiawar, made over, free of cost, the lands required for it, though without executing any formal instrument to that effect; and by an Agreement (No. XXXII) in 1874 ceded to the British Government full jurisdiction over the railway lands. In 1879 the Bhaunagar and Gondal States undertook to construct the railway named after them on certain conditions (No. XXXIII). This line also passes through territory belonging to the Gaekwar and the Chiefs of Junagarh, Limri, Wadhwan, Chura, Vala, Bantwa, Lathi, Jetpur, and Kotra Pitha. All these States gave the land required free of cost, without executing any formal undertaking to that effect. They also ceded all criminal jurisdiction over the line to the British Government. The terms of the engagements executed by Junagarh and Bhaunagar (Nos. XXXIV and XXXV) and by Baroda (see Volume VIII, Baroda) differ slightly from those agreed to by the remaining States (No. XXXVI). Civil jurisdiction was not transferred. It was subsequently arranged that any suits brought against the proprietary States should be heard in the Agency Courts. Baroda accepted this tentatively, and Bhaunagar was the only State which entered into a formal Agreement on the point (No. XXXVII). In 1885 sanction was accorded to a project put forward by the Nawab of Junagarh for the extension of the Bhaunagar-Gondal railway to his port of Verawal, and he executed an Agreement in 1886 (No. XXXVIII) ceding to the British Government all criminal and certain civil jurisdiction over the line. Similar jurisdiction was ceded by Gondal in December 1887 (No. XXXIX). In 1886 the Thakur of Morvi connected his capital with Wadhwan, by a railway on the 2 feet 6 inches gauge, and in 1890 he added a branch to Rajkot. Full jurisdiction over these lines has been ceded (No. XL) to the British Government by the States through whose territories they pass. The narrow gauge railway between Wadhwan civil station and Rajkot was subsequently converted into the metre gauge by the Morvi Darbar and was opened for traffic on the 3rd March 1905. Fresh Agreements (No. XLI) were taken in the same year from the States concerned, ceding to the British Government full and exclusive power and jurisdiction of every kind over the lands occupied by the railway. In 1889 the States of Porbandar and Gondal jointly constructed a metre gauge line, 69 miles long, from Dhoraji to Porbandar, after ceding in 1887 (No. XLII) full jurisdiction over the railway lands. In 1893 the Jetalsur-

Rajkot railway line was constructed jointly by the States of Junagarh, Gondal, Rajkot, and Ajam Wala Surag Ganga, a shareholder of Jetpur, and opened for traffic in April 1893. The line passes through territory belonging to the Chiefs of Junagarh, Gondal, Rajkot, Virpur, Kotra-Sangani, Jetpur, Kotharia, and Gadhka, who in 1892-93 ceded to the British Government full civil and criminal jurisdiction over the land taken up by the railway (No. XLIII). A metre gauge railway, constructed by the Jam of Nawanagar between his capital and Rajkot, was opened for traffic in April 1897. The line passes through territory belonging to the States of Nawanagar, Dhrol, Rajkot, Jalia, and Pal. All these States ceded full civil and criminal jurisdiction over the lands occupied by the line to the British Government in 1894 (No. XLIV). In 1898 the Raj Sahib of Dhrangadra constructed a metre gauge railway between Dhrangadra and Wadhwan civil station. The line passes through the limits of Dhrangadra, Wadhwan, and Dudhrej. The two former States ceded in 1899 to the British Government full and exclusive power and jurisdiction of every kind over the land taken up by the railway line (No. XLV), while Dudhrej is a non-jurisdictional petty taluka under the jurisdiction of the Agency.

The police administration over all the railway lines in Kathiawar is vested in the Superintendent of the Agency Police, and the cost of the administration is recovered in proportion to mileage. Before 1893 the administration over the Bhaunagar-Gondal-Junagarh-Porbandar railway was vested in a chief inspector of police appointed by the Agency.

In 1885 the Gaekwar's contingent was broken up and a police corps was raised under the sole control of the Agency, which discharges the police duties under the Agency. The cost of the corps is met by a subsidy from the Gaekwar in lieu of the contingent, contributions from the thanas and civil stations, and the Government share which is paid by the State of Junagarh out of the tribute called "Zortalabi." The Agency police is supervised by a British officer of the grade of a superintendent, assisted by one or two assistants and inspectors, as in British districts. These measures, combined with an improvement in the village police, have resulted in a marked diminution of crime.

The area of Kathiawar is about 23,445 square miles, of which 20,882 square miles are under the Agency, about 1,245 square miles under Baroda, about 1,298 square miles under the Collector of Ahmadabad, and about 20 square miles under the Portuguese possession of Diu. The population is estimated at 2,329,196, according to the census of 1901.

The gross income of the Chiefs, according to the latest returns submitted by them in 1905, was Rs. 2,13,94,450. The tribute and other collections amount to Rs. 11,43,840. They fall under the following heads :—

Rs. 6,96,761 on account of the British Government,

„ 2,90,188 on account of the Gaekwar,

„ 92,421 on account of the Nawab of Junagarh, one-fourth of this sum being retained by the British Government under an engagement dated the 1st February 1821 (No. XLVI),

„ 64,470 on account of local funds.

1. JUNAGARH (JUNAGADH).

Junagarh is situated in the Sorath district of Kathiawar, which was governed by Rajput Rajas of the Churasama tribe till its conquest by Muhammad Begara, King of Gujarat, in 1476, from which time it has been subject to Muhammadan Chiefs. The present family of Junagarh was founded in 1735 by Sher Khan Babi, a soldier of fortune, who possessed himself of the country and expelled the Moghal deputies. He was succeeded by his son, Salabat Khan, who divided his possessions among his sons, assigning Junagarh to Bahadur Khan, and Bantwa to his two other sons, Diler Khan and Sher Zaman Khan.

Bahadur Khan was succeeded in Junagarh by his son, Mahabat Khan, and he, in 1775, by his son, Hamid Khan, then a boy of thirteen. Hamid Khan maintained himself in power by intrigue and crime through a very troublesome and stormy rule, and was in possession at the time when Colonel Walker made the first settlement of Kathiawar. In addition to the engagements which were taken from the Nawab of Junagarh, in common with the other Chiefs of Kathiawar then under the authority of the Gaekwar, the Nawab was required to make similar agreements with his dependants, from whom he exacted collections under the name of zortalabi, a tax which is said to have been first imposed in the year 1760. In 1822 the British Government interfered to regulate the tax. Its amount was ascertained, and the British Government undertook to realise it on condition (No. XLVI) of receiving one-fourth of the amount for the expenses of collection.

In 1808 Hamid Khan entered into an Engagement (No. XLVII) renouncing piracy and all right to wrecks. He died in 1811, and the succession was disputed by his two sons, Bahadur Khan and Salabat Khan. Eventually Bahadur Khan was recognised, but he was kept in subjection by an Arab Jamadar, named Omar Mokhasam. From this restraint he was

released in 1816 by the interference of the British Government. In return the Nawab agreed (No. XLVIII) to pay the expenses of the British force; to give up his mulkgiri claims in the British districts of Dhandhuka, Ranpur, Gogha and Dholera; and to cede the revenues of certain villages for the expenses of a British agency. The territorial cession, however, was eventually not accepted.

In 1838 the Nawab entered into an Engagement (No. XLIX) to prohibit sati.

Bahadur Khan died in 1840, and was succeeded by his son, Hamid Khan.

In 1846 and 1849 Hamid Khan entered into Engagements (Nos. L and LI) to exempt from duty vessels entering his ports from stress of weather. In 1873 this exemption was extended to vessels belonging to the Rao of Kutch.*

Hamid Khan died in 1851, and was succeeded by his brother, Mahabat Khan.

In 1862 the Chief received the assurance (No. LII) that any succession to his State which might be legitimate according to Muhammadan law would be upheld.

In 1865 the Nawab of Junagarh assigned (No. LIII) land in Manikwara, in perpetuity and in full sovereignty, for the location of the headquarters of the Sorath Prant subdivision; these have since been transferred to Jetalsar in Gondal, and the land in Manikwara has been restored to Junagarh.

In 1874 the Junagarh State entered into an Agreement (No. LIV) for the construction of a line of telegraph.

On the occasion of the Delhi Darbar, held on the 1st January 1877, Mahabat Khan was granted a personal salute of 15 guns.

In 1879 the Chief ceded to the Government of India criminal jurisdiction over the lands in his territory occupied by the Kathiawar State railway (No. XXXIV).

Mahabat Khan died on the 29th September 1882, and was succeeded by his son, Bahadur Khan.

In 1883 the Chief signed an Agreement (see No. XXVI) for the regulation of the manufacture of, and the trade in, salt.

In 1886 the Nawab ceded to the Government of India (No. XXXVIII) all criminal and restricted civil jurisdiction over the lands in his State occupied by the Jetalsar-Verawal section of the Bhaunagar-Gondal-Junagarh-

* See Kutch, Vol. VII.

Porbandar railway. This section was constructed by the State; it was opened for traffic as far as Junagarh on the 1st September 1888, and as far as Verawal on the 1st November 1888.

Bahadur Khan was made a Knight Grand Commander of the Indian Empire on the 20th November 1890, and died on the 2nd January 1892 without issue and without having exercised his powers under the adoption sanad. The selection of a successor therefore rested with the Government of India. The choice lay between three claimants as sons of the father of the late Chief; and it fell upon Rasul Khan, who was born on the 30th July 1858.

In April 1892 the State ceded to the British Government (No. XLIII) full civil and criminal jurisdiction over the lands occupied by the Jetalsar-Rajkot railway, which was opened for traffic on the 12th April 1893. The State has a $\frac{8}{9}$ths share in this railway.

In 1896 the State made a joint agreement with Bhaunagar, Porbandar, and Gondal, having effect from the 1st January 1897, for the management of the Bhaunagar-Gondal-Junagarh railway, certain clauses of which were modified in 1899; and in 1899 an agreement was concluded with the Board of Control of the latter railway for the maintenance and working of the Jetalsar-Rajkot railway. This agreement took effect from the 12th April 1893.

On the 23rd July 1899 the Nawab entered into an Agreement (No. LV) regarding the discipline of his Imperial Service troops when serving beyond the frontiers of his State.

In January 1899 Rasul Khan was created a Knight Commander of the Star of India. He attended the Delhi Coronation Darbar in January 1903.

The gross revenues of Junagarh are about Rs. 21,59,178, and the State pays to the British Government Rs. 28,394, and to the Gaekwar Rs. 37,210. The area of Junagarh is 3,283·7 square miles; and the population, according to the census of 1901, numbers 395,428.

In addition to 99 Imperial Service cavalry and a transport corps of 52 ponies, the State possesses (1905) 62 cavalry, 34 artillery men, 13 serviceable and 53 unserviceable guns, and 1,760 armed police.

The State is liable to the operation of the nazarana rules.

The Nawab of Junagarh is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

2. NAWANAGAR (OR JAMNAGAR).

The Jam of Nawanagar, which is in the Halar district of Kathiawar, is a Jareja Rajput of the same family as the Raos of Kutch, and has a large Bhayad, of whom the most important and powerful are the Chiefs of Gondal, Rajkot, and Dhrol. These Chiefs, however, have long since disused the name of Bhayad, and consider themselves as heads of families with a Bhayad of their own. The family emigrated from Kutch to Kathiawar and founded Nawanagar about the year 1442, driving before them the Jethwa family, who formerly possessed the country, but who are now confined to the small State of Porbandar.

In 1808 an Engagement * (No. LVI) was made with the Jam, by which he renounced piracy and all right to wrecks. In 1811 the turbulence of the Jam made it necessary for the British Government to reduce him by force. He refused to settle heavy pecuniary claims which the Rao of Kutch had against him for military assistance rendered in time of danger; he ejected from his State the Agent of the British Government, who was making enquiries regarding the prevalence of infanticide; and made preparations to assert his independence by inducing other Chiefs to combine against the paramount power. A force was therefore marched against him, and on the 23rd February 1812, after much evasion, he agreed to the terms of submission (No. LVII). He was also required in the same year to conclude a fresh Engagement (No. XX) to prevent infanticide.

Engagements exempting from duty vessels entering his ports from stress of weather were executed by the Jam of Nawanagar in 1846 and 1849 (Nos. LVIII and LI). This exemption was extended in 1873 to vessels belonging to the Rao of Kutch. †

In 1862 the Chief received a Sanad (No. LIX) guaranteeing to him the right of adoption.

In 1883 the Jam executed an Agreement (No. XXVI) for the regulation of the manufacture of, and the trade in, salt.

* A similar engagement was made with the Chief of Joriya Bandar, which originally formed a part of Nawanagar, but was separated from it before the settlement of Kathiawar. Nawanagar was virtually governed by Meraman Khawas, a man of low origin but considerable ability, from 1760 till his death in 1800. He received from the Jam the grant of Joriya Bandar, Balambha, and Amran. The last of these places is still in possession of his descendants as a dependency of Nawanagar, but Joriya Bandar and Balambha were restored to the Jam in 1815 in consequence of the Chief being implicated in the rebellion of some Arabs in the Jam's service.

† See Kutch, Vol. VII.

In 1885 a line of telegraph was erected by Government under an agreement with the State between Nawanagar and Rajkot (No. LX). An extension of the line was made from Dhrol to Jodiya, the usual Agreement (No. LXI) being executed in 1890 by the Jam. In 1892 a further extension from a point on the Rajkot-Nawanagar line was constructed to Pardhari under an Agreement (No. LXII), and in December 1905 another Agreement (No. LXIII) was executed for the construction of another extension, called the Balambha branch telegraph line, from a point on the line from Dhrol to Joriya.

In 1887 an Agreement (No. LXIV) was concluded whereby the State consented not to levy customs duties upon vessels of the Porbandar State touching at any of the ports in the State without discharging cargo.

In September 1894 the Jam signed an Agreement (No. XLIV) ceding to the British Government full civil and criminal jurisdiction over the lands in his State occupied by the Jamnagar railway. The line was constructed by the Jam and was opened for traffic on the 8th April 1897. In the same year the State made an agreement with the Board of Control of the Bhaunagar-Gondal-Junagarh-Porbandar railway for the working of the Jamnagar railway.

Jam Sri Vibhaji, who was a Knight Commander of the Star of India and enjoyed a personal salute of 15 guns, granted on the 1st January 1877, was the son of Ranmalji, who was the nephew of Jam Sataji, and had been adopted by him in 1814. He died on the 28th April 1895, and was succeeded by his son, Jaswant Singh, who was born in 1882. During his minority the State was under Government management.

On the 26th July 1899 the State entered into an Agreement (No. LXV) regarding the discipline of its Imperial Service troops when serving beyond the frontier of the State.

Jaswant Singh was formally installed on the 19th March 1903.

The gross revenues of the State amount to about Rs. 21,65,671. The Jam pays annually to the British Government Rs. 50,312, to the Gaekwar Rs. 64,924, and to the Nawab of Junagarh Rs. 4,857. The area of Nawanagar is 3,791·3 square miles; and the population, according to the census of 1901, 336,779.

Besides 145 Imperial Service cavalry, the military force of the State consists (1905) of 26 cavalry, 185 infantry, 9 artillery men, 21 serviceable guns, and 876 armed police.

The State is liable to the operation of the nazarana rules.

The Jam is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

3. BHAUNAGAR (BHAVNAGAR).

The Thakur Sahib of Bhaunagar belongs to the tribe of Gohel Rajputs. This tribe settled in the country about the year 1200 under their Chief, Sejakji, from whose three sons, Ranoji, Sarangji, and Shahji, are descended, respectively, the Chiefs of Bhaunagar, Lathi, and Palitana. The Wala State also is an offshoot from Bhaunagar. The town of Bhaunagar was founded in 1723 by Bhau Singh, grandfather of Wakht Singh, who succeeded to the Chiefship in 1772, and was in possession of it at the time of Colonel Walker's settlements. Bhau Singh, his son Rawal Akherajji, and his grandson Wakht Singh, took great pains to improve the trade of their country and to destroy the pirates* who infested the neighbouring seas. This led to an intimate connection between Bhaunagar and the Bombay Government. In 1759 the British Government acquired a right to a fourth share of the customs of the port of Bhaunagar from the Sidi of Surat, to whom it had been granted by Bhau Singh as the price of protection from the enmity of the Nawab of Cambay. In 1771 Rawal Akherajji assisted the Bombay Government in reducing Talaja and Mahurva, which were occupied by piratical Kolis. After the conquest of Talaja, the fort was offered to Akherajji by the Bombay Government, but he refused to accept it, and it was in consequence made over to the Nawab of Cambay. Wakht Singh, however, after his accession, dispossessed the Nawab of the fort, which, under an Engagement (No. LXVI) mediated by the British Government in 1773, he was allowed to retain on paying a sum of Rs. 75,000. The boundaries of the Bhaunagar State were largely increased by various other acquisitions made by Wakht Singh previous to the settlement of Kathiawar.

When Gujarat and Kathiawar were divided between the Peshwa and the Gaekwar, the western and larger portion of the Thakur's possessions were included in the Gaekwar's share, and the eastern and smaller portion, including Bhaunagar and the original estates of the family in Sihor, fell to the Peshwa, and formed part of the districts of Dhandhuka and Gogha, which the Peshwa ceded to the British Government under the Treaty of Bassein. At the time of the settlement of Kathiawar, therefore, part of the Bhaunagar possessions had already become British territory, while part remained under the Gaekwar. The revenue demanded from the British portion was Rs. 11,651, and that payable to the Gaekwar was fixed at

* It is uncertain whether the Chief of Bhaunagar signed the general engagement to suppress piracy which was concluded in 1808 with other Chiefs of Kathiawar. His hostility to the pirates was probably too well known to make any engagement on the subject with him necessary. The engagement given at page 62 of Mr. Hughes Thomas's collection of Treaties as having been made with Bhaunagar was made with Jam Jassaji of *Nawanagar*, not with Bhaunagar.

Rs. 74,500. But as it was expedient to consolidate in the hands of the British Government the various claims over Bhaunagar, an Agreement (No. LXVII) was made in 1808 with the Thakur's consent for the transfer to the British Government of the Gaekwar's revenue in Bhaunagar, which was accordingly included in the additional cessions made in 1807 by the Gaekwar for the support of a contingent force.

Rawal Wakht Singh was succeeded in 1816 by his son, Waje Singh, and he, in 1828, by his son, Akheraj.

In 1839 the mint at Bhaunagar, where copper money had previously been coined, was closed. As compensation for this a sum of Rs. 2,793-6-5 a year was granted to the Thakur. A further sum of Rs. 4,000 was given him in consideration of his resigning all claims to share in the land and sea customs of the port of Gogha. These sums are now annually paid under an Agreement (No. LXVIII) concluded on the 8th September 1840. The Thakur also subscribed the usual Engagements in 1846 and 1849 (Nos. LXIX and LI), exempting from duty vessels putting into his ports from stress of weather. The exemption was extended in 1873 to vessels belonging to the Rao of Kutch.*

Rawal Akheraj died in 1854, and was succeeded by his brother, Jaswant Singh, who received in 1862 a Sanad (No. LIX) guaranteeing to him the right of adoption.

After the cession of Dhandhuka and Gogha to the British Government the Thakur of Bhaunagar, in consideration of his influence and good government, was tacitly permitted to exercise the same powers as before in the portion of his estates which fell within these districts. But in consequence of a serious abuse of power, his estates in British territory were brought under the jurisdiction of British courts, and the revenue payable by him was raised. By these measures the Chief was placed in an anomalous position very irritating to him. In his estates in Kathiawar he continued to exercise his former powers, paying a fixed revenue, while in his estates in British territory, which included his two largest towns and his place of residence, he was subject to ordinary British laws. The Thakur never ceased to complain of this and to bring forward many claims against the British Government. These were all carefully enquired into in 1859, and an Agreement (No. LXX) was concluded on the 23rd October 1860, by which the Thakur's revenue in his British estates was fixed at Rs. 52,000 in perpetuity, and his other claims were adjusted. It was at the same time proposed to place the town of Bhaunagar and its subordinate village of

* See Kutch, Vol. VII.

Wadwa, with the town of Sihor, and ten other villages which formed the old possession of the family, on the same footing as the estates in Kathiawar; but, owing to some doubts as to the precise legal status of Kathiawar, this was not at the time effected. The Agreement of 1860 was revised in April 1866 (No. LXXI).

In January 1866 the Bombay Government issued a notification, whereby, in accordance with the Agreement of 1860, certain villages belonging to the Chief of Bhaunagar and situate in the Dhandhuka, Ranpur and Gogha sub-divisions of the Ahmadabad district, were declared to be removed, from the 1st February 1866, from the jurisdiction of the revenue, civil, and criminal courts of the Bombay Presidency, and were transferred to the supervision of the Political Agency in Kathiawar on the same conditions in regard to jurisdiction as had applied to the Bhaunagar villages which had previously been included in that province. Doubts having been raised as to the legal effect of these proceedings, the Governor-General in Council issued a notification, dated the 5th December 1876, ceding these villages, so that they should be held by the Thakur Sahib on the same conditions as those in which he held his other villages in Kathiawar.

Jaswant Singh died in April 1870, when the succession of his son, Takht Singh, was recognised.

In 1874 the Bhaunagar State entered into an Agreement (No. LXXII) for the construction of a line of telegraph.

In July 1879 the State made a mutual Agreement (No. XXXIII) with the Gondal State about the construction of a railway from the town of Bhaunagar to the Wadhwan terminus of the Bombay, Baroda and Central India railway, with a branch from Dhola to the town of Dhoraji in the Gondal State. The line was subsequently extended to Porbandar. In December 1879 the Thakur ceded to the Government of India criminal jurisdiction (No. XXXV) over the portion of his territories occupied by the Kathiawar State railway. In August 1881 he agreed (No. XXXVII) that certain suits of a civil nature which might be brought against the Bhaunagar-Gondal railway should be heard in the Agency courts.

In 1883 the Thakur executed an Agreement (No. XXVI) for the regulation of the manufacture of, and the trade in, salt.

Maharaja Takht Singh, who was a Knight Grand Commander of the Star of India, and had received, in January 1891, the personal title of Maharaja, and also enjoyed a personal salute of 15 guns, granted on the 1st January 1877, died on the 29th January 1896, and was succeeded by his eldest son, Bhau Singh Takht Singh, who was born on the 26th April 1875.

In 1896 the State entered into a mutual agreement with Junagarh, Porbandar, and Gondal, taking effect from the 1st January 1897, for the management of the Bhaunagar-Gondal-Junagarh-Porbandar railway. Certain clauses in it were modified in 1899.

In July 1899 the Thakur entered into an Agreement (No. LXXIII) regarding the discipline of his Imperial Service troops when serving beyond the frontiers of his State.

Rawal Sri Bhau Singh attended the Delhi Coronation Darbar in January 1903, and was created a Knight Commander of the Star of India on the 24th June 1904.

In 1906 the Government of India consented to the construction of a private line of telephone, 64 miles in length, in the State.

The area of Bhaunagar is 2,860 square miles; and the population, by the census of 1901, 412,664; the gross revenue of the Chief is about Rs. 36,58,915. He pays annually to the British Government Rs. 1,28,060; to the Gaekwar Rs. 3,581½, and to the Nawab of Junagarh Rs. 22,858.

In addition to 256 Imperial Service cavalry, the military forces consist (1905) of 51 cavalry, 285 infantry, 6 serviceable and 2 unserviceable guns.

The Thakur is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

4. PORBANDAR.

The Chief of this State, which is situated in the Barda district of Kathiawar, belongs to the tribe of Jethwa Rajputs. At the time of the settlement of Kathiawar the ruling Chief was Sartanji, but the State was virtually managed by his son, Halloji. At the close of the eighteenth century this State was subjected to many exactions from its neighbours; and, besides the revenue payable to the Gaekwar, it paid a tribute of Rs. 7,300 to Junagarh, Rs. 2,000 to the Babi Chief of Bantwa, Rs. 1,933 to the Kasbati of Mangrol, and Rs. 1,409 to the Portuguese settlement at Diu.

In 1808 the usual Engagement (No. LXXIV) against piracy was taken from the Chief of Porbandar. In 1809 Rana Sartanji quarrelled with his son, in consequence of which a rebellion broke out. The fort of Kandorna was seized by the mercenary troops of the Chief, who made it over to the Jam of Nawanagar. The aid of the British Government was called in, and by it the mercenaries were expelled. For the purpose of obtaining the continued support of the British Government, the Chief ceded in 1809 (No. LXXV) half the port of Porbandar, and a party of sepoys was stationed there. In 1849 the Chief executed the usual Engagement

(No. LI) to levy no duties on ships driven by stress of weather into his ports. This exemption was extended in 1873 to vessels belonging to the Rao of Kutch.*

In 1869 Porbandar, which had till then been a first class State, was reduced to the third class as a punishment for an act of cruelty committed by the Chief, Vikmat.

In 1883 the Chief executed an Agreement (No. XXVI) regulating the manufacture of, and trade in, salt.

In 1886 Rana Sri Vikmat, having turned a deaf ear to all remonstrances addressed to him regarding his persistent mal-administration, was finally deprived of all power, and a British officer was appointed to administer the State.

In 1887, in consideration of a corresponding agreement made by the Nawanagar State, Porbandar agreed (No. LXXVI) not to levy any customs upon vessels of the Nawanagar State which might touch, without discharging cargo, at any of the ports in the State.

In 1889 the Porbandar and Gondal States jointly constructed an extension of the metre gauge railway from Dhoraji to Porbandar, 69 miles in length This section passes through the States of Gondal, Nawanagar and Porbandar, all of which ceded in 1887 full civil and criminal jurisdiction over the line to the British Government under an Engagement (No. XLII).

In 1890 the Rana of Porbandar received a Sanad of adoption (No. LXXVII).

In 1896 the State joined in an agreement with Junagarh, Bhaunagar, and Gondal, taking effect from the 1st January 1897, for the management of the Bhaunagar-Gondal-Junagarh-Porbandar railway. Certain of its clauses were modified in 1899.

Rana Sri Vikmat died on the 21st April 1900, and was succeeded by his grandson, Bhau Singh, who was born on the 26th December 1867. Bhau Singh was installed, on the 15th September 1900, with the first class powers attaching to the State, under certain restrictions, which were removed on the 1st January 1905. The Rana attended the Delhi Coronation Darbar in January 1903.

The State has an area of 636 square miles; and a population, according to the census of 1901, of 82,640. Its gross revenue amounts to Rs. 6,00,000 and it pays to the British Government a tribute of Rs. 21,202, besides Rs. 15,000 as compensation for the half share of the sea customs; to the Gaekwar Rs. 7,196; and to Junagarh Rs. 5,106.

* See Kutch, Vol. VII.

The military force of the State consists (1905) of 24 cavalry, 5 serviceable and 52 unserviceable guns, and 299 armed police.

Porbandar is liable to the operation of the nazarana rules.

The Chief is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

5. DHRANGADRA.

The Chief of Dhrangadra, who has the title of Raj Sahib, belongs to the Jhala Rajputs and is considered the head of that tribe in the district of Jhalawar, which derives its name from them. The Raj Sahib of Wankaner and the Thakurs of Wadhwan, Limri, Chura, Lakhtar, and Sayla belong to the same tribe or family. The ancestor of the family, Harpal, is said to have belonged to a Makwana family of Kutch, who in the thirteenth century moved to Gujarat, and took service with Karan Ghelo, the last Waghela prince of Anhilwara Patan. Harpal seems to have obtained territory on the east of the Ran of Kutch, and he established his residence at Patri. Thence the family moved to Kuva, and, when driven thence in 1488, made their capital at Halwar, a place some 20 miles north of Dhrangadra. In the beginning of the nineteenth century the seat of Government was moved to Dhrangadra. At the time of Colonel Walker's settlement Amar Singh was the Chief of Dhrangadra. He died in 1843, and was succeeded by his son, Ranmal Singh. He was the first Chief in Kathiawar to be made a Knight Commander of the Star of India. He died in 1869, and was succeeded by his son, Man Singh, who was granted a personal salute of 15 guns on the occasion of the Delhi Darbar held on the 1st January 1877.

In 1883 an Engagement (No. XXVIII) was executed by the Chief for the regulation and manufacture of, and the trade in, salt.

In 1889 the Raj Sahib of Dhrangadra preferred a claim to precedence over the Rana of Porbandar; but it was rejected.

In June 1890 the Chief of Dhrangadra received a Sanad (No. LXXVII) guaranteeing him the right of adoption.

In 1898 the Raj Sahib constructed the Dhrangadra railway, from Wadhwan civil station to Dhrangadra, a distance of 23 miles. The line was opened for traffic on the 28th June 1898. In the following year an agreement, taking effect from the 1st June 1898, was made for the maintenance and working of the railway by the Board of Control of the Bhaunagar-Gondal-Junagarh-Porbandar railway. In December 1899 the Raj Sahib ceded to the British Government full and exclusive power and jurisdiction of every

kind (No. XLV) over the lands in his State which were, or might thereafter be, occupied by this railway.

The Chief agreed in 1900 (No. XXXI) to give up the manufacture of Vadagara salt at the Kuda salt works which had been permitted by the agreement of 1883; in return he receives an annual compensation of Rs. 7,000. He also undertook to prevent the export of salt from Kathiawar by land either into foreign States or into British India.

Sir Man Singh died on the 19th November 1900, and was succeeded by his grandson, Ajit Singh, born on the 18th January 1872, who was installed on the 3rd December 1900.

In April 1905 the Raj Sahib ceded to the British Government full and exclusive power and jurisdiction of every kind over the lands in his State which were, or might thereafter be, occupied by the Morvi metre gauge railway (No. XLI).

The gross revenue of the Dhrangadra State is Rs. 3,56,688, from which a peshkash of Rs. 40,671 is paid to the British Government, and a tribute (zortalabi) of Rs. 4,006 to the Junagarh State. The State has an area of 1,156 square miles; and a population, according to the census of 1901, of 70,880.

The military force consists (1905) of 75 cavalry, 260 infantry, 27 artillery men, 6 serviceable and 6 unserviceable guns, and 229 armed police.

The State is liable to the operation of the nazarana rules.

The Chief is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

6. MORVI.

The Chief of Morvi, which is in the Halar division of Kathiawar, is a Jareja Rajput of the same family as the Rao of Kutch and the Jam of Nawanagar. He claims to belong to the senior branch. The present ruler, Sir Waghji, who was born on the 17th February 1858, succeeded to the gadi in 1870.

On the occasion of the Delhi Darbar, held on the 1st January 1877, Waghji was granted a personal salute of 11 guns, which was made permanent in 1878.

In 1883 the Chief entered into an Agreement (No. XXVI) regulating the manufacture of, and trade in, salt.

In 1886 the Chief constructed a railway on the 2' 6" gauge from the civil station of Wadhwan, the terminus of the Bombay, Baroda and Central India

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railway, to his capital, and in the following year he ceded full criminal and civil jurisdiction (No. XL) over the lands in his State occupied by the railway. In 1890 he made a branch to Rajkot, the head-quarters of the Kathiawar Agency. The total length of the line is 94 miles.

Waghji was created a Knight Commander of the Indian Empire, and his State was raised to the first class in February 1887 on the occasion of Her late Majesty's Jubilee, when he went to England as a member of the deputation of Kathiawar Chiefs.

The Chief was granted a Sanad in 1890 guaranteeing him the right of adoption (No. LXXVII).

In July 1897 Sir Waghji was created a Knight Grand Commander of the Indian Empire, and he attended the Delhi Coronation Darbar in January 1903.

A telephone line, 48 miles long, has been established between Morvi and the port of Wawania, on the Gulf of Kutch, and the head-quarters of the Tankara Mahal. In 1904 the Government of India sanctioned the construction of 10 more lines.

By a Sanad (No. LXXVIII), dated the 7th September 1904, certain long-standing disputes were settled between the States of Kutch and Morvi regarding their rights and interests in the Kutch Peninsula and in Kathiawar and in the creek and lands intervening between either shore. By this settlement the Kutch interests are restricted to the north side of the Ran of Kutch, Morvi retaining only the Adhoi Mahal on that side.

The railway line from Wadhwan to Rajkot has been converted into the metre gauge, and was opened for traffic on the 3rd March 1905.

The gross revenue of the State is about Rs. 5,98,713, and its area 821·6 square miles, with a population, according to the census of 1901, of 87,496.

Its military force consists (1905) of 15 cavalry, 2 serviceable and 28 unserviceable guns, and 176 armed police.

The Chief is entitled to a salute of 11 guns, fixed in 1878.

7.—GONDAL.

The present Chief, Sir Bhagwat Singh, a Jareja Rajput, who was born on the 24th October 1865, succeeded to the gadi in 1869.

In 1874 an Agreement (No. LXXIX) for the construction of a line of telegraph was executed with the Gondal State as an offshoot from Rajkot; but that arrangement was subsequently altered, and from 1880 the Gonda telegraph office has been connected with the telegraph line on the Bhaunagar-Gondal-Junagarh-Porbandar railway.

On the 1st January 1877, on the occasion of the Delhi Darbar, Bhagwat Singh was granted a personal salute of 9 guns; the salute was made permanent in 1878.

In 1879 the State made a mutual Agreement (No. XXXIII) with the Bhaunagar State about the construction of a railway from Bhaunagar to the Wadhwan terminus of the Bombay, Baroda, and Central India railway, with a branch from Dhola to the town of Dhoraji in the Gondal State. The line was subsequently extended to Porbandar.

In September of the same year the State ceded to the Government of India criminal jurisdiction (No. XXXVI) over the lands occupied by the Kathiawar State railway.

In 1883 the State agreed (No. XXIX) to regulate the manufacture of, and trade in, salt.

In 1886 an Agreement (No. LXXX) was made for the cession of land in Jetalsar for the head-quarters of the Sorath Prant officer; the ceded area is to be at the absolute disposal of the British Government during occupancy.

The Chief ceded to the British Government, in 1887, full criminal and partial civil jurisdiction over the lands in his State occupied by the Jetalsar-Veraval section of the Bhaunagar-Gondal-Junagarh-Porbandar railway (No. XXXIX); and in the same year he ceded (No. XLII) full civil and criminal jurisdiction over the lands occupied by the Dhoraji-Porbandar section of the same railway.

Thakur Bhagwat Singh was created a Knight Commander of the Indian Empire on the 16th February 1887, and was raised to the rank of a first class Chief on the 2nd January 1888, the permanent salute of the Chiefship being raised from 9 to 11 guns. He was a member of the deputation of Kathiawar Chiefs who proceeded to England to attend the Jubilee celebrations of Her late Majesty Queen Victoria in 1887.

The Chief was granted a Sanad (No. LXXXI) in 1889 guaranteeing him the right of adoption.

The Rani Sahib of Gondal, Nandkunverba, was appointed to the Imperial Order of the Crown of India on the 2nd August 1892.

In 1892 the State ceded full civil and criminal jurisdiction over the lands occupied by the Jetalsar-Rajkot railway (No. XLIII), in which the State has a $\frac{8}{8}$ths share.

The State made a loan of Rs. 20,00,000 to the Jamnagar State for the purpose of constructing a railway line from Rajkot to Jamnagar under the guarantee of the British Government, and in connection with this a deed, dated the 3rd December 1895, was agreed to by the Jamnagar State

In 1896 the State joined in an agreement, taking effect from the 1st January 1897, with Junagarh, Bhaunagar, and Porbandar, for the management of the Bhaunagar-Gondal-Junagarh-Porbandar railway. Certain of its clauses were modified in 1899. The State also agreed in 1899 to the maintenance and working of the Jetalsar-Rajkot railway by the Board of Control of the Bhaunagar-Gondal-Junagarh-Porbandar railway. This latter agreement took effect from the 12th April 1893, the date on which the railway was opened for traffic.

Sir Bhagwat Singh was appointed a Knight Grand Commander of the Indian Empire in June 1897, and attended the Delhi Coronation Darbar in January 1903.

The gross revenue of the State is Rs. 15,00,000; the area, 1,023·74 square miles; and the population, according to the census of 1901, 162,859.

The military force consists (1905) of 3 serviceable guns and 400 armed police.

The Chief is entitled to a salute of 11 guns, fixed in 1887.

8. JAFARABAD.

Jafarabad, otherwise called Muzaffarabad, is part of the territory of the Nawab of Janjira.* A commercial Treaty (No. LXXXII) was concluded with Sidi Hilal of Jafarabad in 1761. In 1838 the Sidi agreed (No. XLIX) to take measures to prevent sati in his State, and in 1849 he executed the usual Engagement (No. LI) regarding the levy of duty on vessels driven into his port by stress of weather.

In 1883 the Nawab of Janjira executed an Agreement (No. XXVI) regulating the manufacture of, and the trade in, salt in Jafarabad.

Jafarabad has a gross revenue of Rs. 59,724. Its area is 53 square miles; and the population, according to the census of 1901, is 12,097. It pays no tribute either to the British Government or the Gaekwar.

The military force consists (1905) of 1 artillery man, 7 serviceable and 55 unserviceable guns, and 12 armed police.

9. WANKANER (VANKANER).

The Wankaner State was founded about 1605 A. D. by Sartan, son of Prithwi Raj, the eldest son of Raj Chandra Singh of Halvad. It is a second class State.

On the occasion of the Delhi Darbar, on the 1st January 1877, Raj Bane Singh was granted a personal salute of 9 guns, which was made permanent in 1878.

* See Janjira, Vol. VII.

The present Chief, Raj Amar Singh, who was born on the 4th January 1879, succeeded to the gadi in June 1881.

In 1883 the State entered into an Agreement (No. XXIX) for the regulation of the manufacture of, and the trade in, salt.

In 1887-88 full criminal and civil jurisdiction over the lands occupied by the Morvi railway was ceded by the State (No. XL).

In 1890 the Chief was given a Sanad (No. LXXVII) guaranteeing him the right of adoption.

Raj Amar Singh was invested with full powers on the 18th March 1899.

Wankaner has a revenue of Rs. 2,01,075; and a population, according to the census of 1901, of 27,383. The area of the taluka is 414 square miles.

The military force consists (1905) of 11 cavalry, 3 serviceable and 12 unserviceable guns, and 60 armed police.

The State is liable to the operation of the nazarana rules.

The Chief enjoys a salute of 9 guns, fixed in 1878.

10. PALITANA.

The Chief of Palitana, a second class State, belongs to the Gohel class of Rajputs, and claims descent from Shahaji, son of Sejakji.

Thakur Sahib Sur Singh was granted a personal salute of 9 guns on the occasion of the Delhi Darbar, held on the 1st January 1877. The salute was made permanent in 1878.

The present Chief, Bahadur Singh, was born on the 3rd April 1900 and succeeded his father, Sir Man Singh Sur Singh, in August 1905. During his minority the State is under Government management.

In 1883 the State made an Agreement (No. XXIX) to regulate the manufacture of, and trade in, salt.

In 1890 the Chief received a Sanad of adoption (No. LXXVII).

The State has a population, according to the census of 1901, of 52,856, and a gross revenue of Rs. 4,45,198. The area of the State is 288 square miles.

Its military force consists (1905) of 33 cavalry, 2 artillery men, 2 serviceable guns, and 80 armed police.

The State is liable to the operation of the nazarana rules.

The Chief is entitled to a salute of 9 guns, fixed in 1878.

11. DHROL.

The Chief of Dhrol, a second class State, is a Jareja Rajput of the same family as the Jam of Nawanagar.

Thakur Sahib Jai Singh was granted a personal salute of 9 guns on the 1st January 1877, on the occasion of the Delhi Darbar. In 1878 the salute was made permanent.

The present Chief, Hari Singh, was born on the 24th June 1845, and succeeded to the gadi on the 26th October 1886.

In 1883 the State entered into an Agreement (No. XXIX) regulating the manufacture of, and trade in, salt.

The Chief received a Sanad (No. LXXVII) in 1890 guaranteeing him the right of adoption.

The State ceded full civil and criminal jurisdiction over the lands occupied by the Morvi railway (No. XL) and the Jamnagar railway (No. XLIV) in 1888 and 1894, respectively.

The taluka has a population, according to the census of 1901, of 21,906, and a gross revenue of Rs. 1,10,158. The area of the taluka is 282 square miles.

It has (1905) a military force of 10 cavalry, 6 unserviceable guns, and 22 armed police.

The State is liable to the operation of the nazarana rules.

The Chief enjoys a salute of 9 guns, fixed in 1878.

12. LIMRI (LIMBDI).

The Chief of the second class State of Limri, Sir Jaswant Singh, is a Jhala Rajput of the same family as the Raj Sahib of Dhrangadra. He was born on the 23rd May 1859, and succeeded to the gadi on the 30th January 1862.

On the occasion of the Delhi Darbar, on the 1st January 1877, Thakur Sahib Jaswant Singh was granted a personal salute of 9 guns, which was made permanent in 1878.

In 1879 the Chief ceded (No. XXXVI) criminal jurisdiction over the lands occupied by the Kathiawar State railway.

In 1883 he entered into an Agreement (No. XXVII) regulating the manufacture of, and trade in, salt.

In 1884 Jaswant Singh was appointed a member of the Legislative Council of Bombay, and is the first Chief of Kathiawar who has served in that capacity. In 1887 he was a member of the deputation of Kathiawar Chiefs which went to England on the occasion of the Jubilee of Her late Majesty Queen Victoria, on which occasion he was created a Knight Commander of the Indian Empire.

In 1890 he received a Sanad (No. LXXVII) of adoption, and in January 1903 attended the Delhi Coronation Darbar.

The taluka consists of 47 villages under the Kathiawar Agency and 28 situated in the Ahmadabad Collectorate. The area of the taluka is 343 square miles; the gross revenue amounts to Rs. 2,02,012; and the population, according to the census of 1901, is 31,287. The military force comprises (1905) 27 cavalry, 50 infantry, 2 serviceable and 26 unserviceable guns, and 74 armed police.

The Chief enjoys a salute of 9 guns, fixed in 1878.

13. RAJKOT.

An agreement (No. LXXXIII) was made with the Chief of Rajkot in 1863, granting him a remission of Rs. 1,500 from the annual tribute payable to the British Government. This was compensation for lands provided as a site for a civil station.

On the 1st January 1877, on the occasion of the Delhi Darbar, Thakur Sahib Bawaji was granted a personal salute of 9 guns; the salute was made permanent in 1878.

In 1883 the State entered into an Agreement (XXIX) regulating the manufacture of, and trade in, salt.

In 1888 the Thakur ceded full civil and criminal jurisdiction over the lands occupied by the Morvi railway (No. XL).

On the 16th April 1890 the Chief, Thakur Sahib Bawaji, a Jareja Rajput, died at the age of 34, and was succeeded by his son and heir, named Lakhaji, who was born on the 17th December 1885.

The Thakur, who ranks as a second class Chief, received a Sanad (No. LXXXIV) of adoption in 1890.

In 1890 an arrangement was made with the Rajkot State in connection with the construction of a tank to supply water to the civil station of Rajkot. A payment of Rs. 500 a year is made to the State by the Kathiawar Agency in consideration of the use of the land and water.

In April 1892 the State ceded full civil and criminal jurisdiction (No. XLIII) over the lands occupied by the Jetalsar-Rajkot railway, in which the State owns a $\frac{1}{8}$th share. The railway was opened for traffic on the 12th April 1893. Full civil and criminal jurisdiction was also ceded by the State in July 1894 over the lands occupied by the Jamnagar railway (No. XLIV).

In 1899 an agreement, having effect from the 12th April 1893, was made for the maintenance and working of the Jetalsar-Rajkot railway by the Board of Control of the Bhaunagar-Gondal-Junagarh-Porbandar railway.

Thakur Sahib Lakhaji attended the Delhi Coronation Darbar in January 1903.

The State contains an area of 282 square miles. The gross revenues are about Rs. 3,33,468. The population, according to the census of 1901, is 49,795. The tribute due to the British Government, excluding the remission, is Rs. 18,991. The Nawab of Junagarh also receives Rs. 2,330 a year from Rajkot. A sum of Rs. 2,894-4-10 is yearly paid to the Chief as compensation for lands taken up as a site for a cantonment in 1822.

The military force of the State is (1905) 15 cavalry, 2 serviceable and 6 unserviceable guns, and 138 armed police.

The State is liable to the operation of the nazarana rules.

The Chief receives a salute of 9 guns, fixed in 1878.

14. WADHWAN.

The present Chief, Bal Singh, was born on the 29th January 1863, and was installed in November 1885 as successor to his brother, Daji Raj, who died without male issue in May 1885. He is descended from the Dhrangadra house.

In 1864 a remission of Rs. 2,250 was made from the payments due from Wadhwan to the British Government under an Agreement (No. LXXXV), by which the Chief ceded certain lands required for the headquarters of the Jhalawar sub-division. At the same time an annual remission of Rs. 250 was made (No. LXXXVI) to the Bhumias of Dudhrej, who are of the Wadhwan Bhayad. The Bhumias pay to the British Government Rs. 1,102, besides Rs. 97 to Junagarh. Their gross revenue is about Rs. 18,342.

In 1874 the Chief ceded full civil and criminal jurisdiction over the lands in his State occupied by the Bombay, Baroda and Central India railway (No. XXXII). He likewise ceded in 1879 full criminal jurisdiction over the portion of his State occupied by the Kathiawar State railway (No. XXXVI).

On the 1st January 1877, on the occasion of the Delhi Darbar, Thakur Sahib Daji Raj was granted a personal salute of 9 guns, which was made permanent in 1878.

In 1883 the Chief entered into an Agreement (No. XXIX) to regulate the manufacture of, and trade in, salt.

Full criminal and civil jurisdiction over the lands occupied by the Morvi State railway was ceded in March 1887 (No. XL).

In 1890 the Chief was granted a Sanad (No. LXXVII) guaranteeing him the right of adoption.

The Thakur ceded full and exclusive power and jurisdiction of every kind, in December 1899 (No. XLV), over the lands which were, or might thereafter be, occupied by the Dhrangadra State railway.

In 1899 a fresh Agreement (No. LXXXVII) was made between the British Government and the Chief, amending that of 1864, and making provision for the yearly payment of Rs. 5,000 to the Wadhwan Darbar from the Wadhwan Civil Station Fund, as compensation for the loss of customs duties sustained by the Darbar and Dudhrej Taluka, which had previously been secured to them by the agreement of 1864.

In 1901 an agreement was made between the Thakur and the Political Agent, Kathiawar, on behalf of the British Government, in respect of the establishment of a bulk oil depôt by Messrs. Graham & Co. in the vicinity of the civil station of Wadhwan. By clause 4 of the agreement the Darbar undertook not to establish within one mile of the civil station of Wadhwan a rival bazaar, nor to act in any way to the prejudice of the civil station's octroi revenues by the establishment of a bazaar.

In February 1905 the Thakur ceded full and exclusive power and jurisdiction of every kind over the lands in his State which were, or might thereafter be, occupied by the Morvi metre gauge railway (No. XLI).

The Chief of Wadhwan pays to the British Government Rs. 25,922½, besides Rs. 87 for villages in the Ahmadabad district. He also pays Rs. 2,682 to the Nawab of Junagarh.

The gross revenues of Wadhwan amount to Rs. 3,49,543. The population, according to the census of 1901, is 34,851; and the area 236 square miles.

The military force consists (1905) of 39 cavalry, 124 infantry, 2 serviceable and 2 unserviceable guns, and 151 armed police.

The State is liable to the operation of the nazarana rules.

The Chief enjoys a salute of 9 guns, fixed in 1878.

15. MALIA.

The present Chief, Thakur Modji, is a Jareja Rajput, and is descended from Kayaji of Wagad and Macchu Kantha. He was born on the 13th June 1847, and succeeded to the gadi on the 23rd June 1875.

In 1863 the Chief of Malia executed an Agreement (No. LXXXVIII) engaging to make effective arrangements for keeping the Mianas under proper control, and to be responsible for their conduct. In consequence of

the prevalence of serious crime in the taluka, the criminal jurisdiction of the fourth class, which belonged to the State, was withdrawn in 1880. In 1883 its jurisdiction was restored, except in regard to Miana subjects.

In 1883 the State entered into an Agreement (No. XXVII) regulating the manufacture of, and trade in, salt.

On account of mal-administration and indebtedness, the Taluka was attached in September 1892, and a British officer was appointed as manager. In 1895 it was placed in the charge of the Political Agent, Halar. The Thakur has no hand in the management at all, though he is treated as a fourth class Chief on ceremonial occasions.

Malia is a fourth class State, containing an area of 102 square miles; its gross revenue is Rs. 70,000; and its population, according to the census of 1901, 9,075.

The military force consists (1905) of 14 cavalry, 1 unserviceable gun, and 33 armed police.

The following list enumerates the principal Chiefs in Kathiawar besides those already mentioned :—

Name of place.	Name of Chief.	Caste.	Class.	Age (1905).	No. of villages.	Population (1901).	Gross revenue.	Military Forces (1905).				
								Serviceable guns.	Artillery men.	Cavalry.	Infantry.	Armed police.
							Rs.					
Lakhtar .	Thakur Karan Singh .	Jhala Rajput .	III	58	51	15,114	51,613	4	2	16	25	41
Sayla . .	Thakur Sahib Wakt Singh.†	Do. .	,,	59	40	11,661	1,00,000	1	...	8	18	26
Chuda . .	Thakur Bechar Singh	Do. .	,,	65	14	12,005	82,064	2	...	6	30	18
Vala . .	Rawal Wakht Singh .	Gohel Rajput .	,,	41	40	13,285	88,611	1	...	...	...	40
Jasdan* .	Khachar Odha Ala‡ .	Kathi . .	,,	53	59	25,727	1,25,000	2	...	...	...	...
Bantwa (Manawadar).*	Fateh Din Khan . .	Babi Muhammadan.	,,	20	23	14,478	2,23,100	1	...	...	...	48
Lathi* . .	Thakur Pratap Singh .	Gohel Rajput .	IV	14	9	8,831	83,860	...	...	8	...	25
Muli* . .	Thakur Dadubha .	Parma Rajput.	,,	6	19	15,136	49,172	...	...	6	29	40
Bajana* .	Malik Jivan Khan .	Malik Muhammadan.	,,	57	27	10,279	47,738	...	...	5	31	29
Virpur . .	Thakur Suraji . .	Jareja Rajput.	,,	59	13	6,152	31,164	...	...	7	...	20
Kotra-Sangani.	Thakur Mulwa . .	Do. .	,,	32	25	8,835	81,026	1	...	7	...	18
Jetpur* .	Shareholders§ . .	Kathis . .	...	...	145	106,925	10,55,408	1	...	...	...	323
Patdi‖ . .	Surajmal . . .	Kunbi Hindu .	IV	58	7	2,190	15,376	...	...	...	...	30

Besides the above Chiefs there are in Kathiawar fourteen jurisdictional Talukdars of the fifth class, twenty-four of the sixth class, and four of the seventh class. These smaller Talukdars are mostly cadets of the Jareja and Jhala houses, or are either Khacher or Wala Kathis. The Wala Kathis own the large estate of Jetpur, which has a revenue of about Rs. 10,55,408, but it is divided among twenty-one sharers, none of whom is important enough to have more than third class jurisdiction. Those Talukdars whose jurisdiction has been surrendered or resumed are grouped under the Thanas according to their geographical situation.

* Liable to the operation of the nazarana rules.

† This Chief received the title of Thakur Sahib as a personal distinction in recognition of his good administration.

‡ By recognizing Khachar Odha Ala, the eldest son of the late Chief, as heir to the gadi of Jasdan, the Government of India demonstrated its policy of following the rule of primogeniture in Kathi States, which had hitherto invariably observed the rule of equal division.

§ There are fourteen jurisdictional shareholders, *viz.* :—two 3rd class, two 4th class, three 5th class, six 6th class and one 7th class, in this Taluka. The rule of primogeniture has been applied to the estate of Wala Khoda Jasa of Jetpur by the orders of the Government of India.

‖ The Chief of this Taluka was permanenty advanced to the 4th class among the Chiefships of Kathiawar.

No. XVII.

I.

Fa'el Zamin of the Chief of Vankaner,—1807.

Shri (*Prosperity*).

Written by Barot Fulji Rupsinghji of Nara to Shrimant Rao Shri Sena Khas Khel Shamsher Bahadur.

To wit,—That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar on behalf of Jhala Chandrasingji of Taluka Vankaner constant and efficient security against exciting disturbances (Fa'el Zamin) for the two shares, constituting the entire Province as follows :—

Article 1.

That I will not have a feud with any other (Chief), nor will I harbour the outlaw of any other (Talukdar) whether Kathi or Rajput, **nor will I encroach upon the frontier of another*, nor will incite any other person to commit any act of violence. I agree to act as has been the custom hitherto and if any one's Bhayat should come and write over to me their lands or village I will not purchase such lands or village† *I will not revenge myself upon any one for past enmities.* I will not harbour thieves in my limits, but if I keep any in my country, it shall be under proper precautions. I will not plunder in the Taluka of any other (Chief) or on the highroad. If any impoverished landholder should be in want, and write over his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

Article 2.

I will not associate with any delinquent or criminal of Government, whether one of the Shrimant Sena Khas Khel, or of the Company Bahadur's Government.

Article 3.

On both sides of us are situated the Mahals‡ of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable

* The sentence in italics is in addition to the text of the Limbdi Fa'el Zamin.

† Also an addition as above.

‡ Meaning perhaps Mahals in which these Governments held an intesest, such as tributes, etc., as well as their Crown domains.

Company. In these Mahals I will not commit any robberies or make any plundering incursions, nor will I, in any way, molest any merchant or traveller, but will supply them with labourers and thus escort them beyond my frontier. * *The owner of the village, within the limits of which a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village or on the frontier of a Talukdar, the Talukdar shall be responsible or (the village owner or the Talukdar) shall produce the real thief.*

ARTICLE 4.

If I have encroached on the frontier of any other (Zamindar) by force, or purchased the land of any one, knowing him to be impoverished, then I agree to resign such land on fair terms and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions I become constant and efficient security, and agree to fulfil and cause the (terms of the) same to be observed from generation to generation. And should the Sarkar's Mohsal come on account of any failure to observe this agreement, then I consent to give such satisfaction of the case in point as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal.

I make Jadeja Jiaji of Taluka Morvi, the perpetual and efficient counter-security for this, and execute the deed.

1 Signature.

Signature of Barot Fulji.

Rupsingh of Nara (mark).

Written by Jadeja Jiaji of Morvi.

To wit,—I have become perpetual and efficient counter-security to the Sarkar, and will fulfil and cause to be observed, be responsible for, and enforce responsibility for, that which has been written above.

Signature (of counter-security)

1 Signature of Jadeja Jiaji.

Handwriting of KERPARAM DAYRAM.

(True translation.)

(Sd.) JOHN W. WATSON,

President, Rajasthanik Court.

* Addition to the Limbdi text.

2.

FA'EL ZAMIN OF THE CHIEF OF GONDAL.

Shri (*Prosperity*).

THREE PESHWA 15.

Written by Barot Karar son of Fulji Rupsinghji of Nara to Shrimant Rao Shri Sena Khas Khel Shamsher Bahadur.

To wit,—That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar, on behalf of Jadeja Devaji and Kunvar Nathuji of the Taluka of Gondal-Dhoraji, constant and efficient security against exciting distrubances (Fa'el Zamin) for the two shares constituting the entire Province as follows :—

ARTICLE 1.

That I will not have a feud with any other (Talukdar) nor will I harbour the outlaw of any other (Talukdar) whether Kathi or Rajput, nor will incite any other person to commit any act of violence,**nor will I encroach upon the boundary of another.* I agree to act as has been the custom hitherto and if any one's Bhayat should come and write over to me their lands or village,† I will not purchase such lands or village. I will not revenge myself upon any one for past enmities. I will not harbour thieves in my limits, but if I keep any in my country, it shall be under proper precautions. I will not plunder in the Taluka of any other (Chief) or on the high-road. If any impoverished landholder should be in want, and write over his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

ARTICLE 2.

I will not associate with any delinquent or criminal of Government whether one of the Shrimant Shri's (Gaekwar's) Government, or of the Company Bahadur's.

ARTICLE 3.

On both sides of us are situated the Mahals‡ of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable Company. In these mahals I will not commit any robberies or make any plundering incursions, nor will I, in any way, molest any merchant or traveller, but will supply them with labourers and guards, and thus escort

* The sentence in italics is in addition to the text of the Limbdi Fa'el Zamin.

† Also an addition as above.

‡ Meaning perhaps Mahals in which these Governments held an interest, such as tributes, etc., as well as their Crown domains.

them beyond my frontier. * *The owner of the village, within the limits of which, a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village of a Talukdar, the Talukdar shall be responsible, and (the village owner or the Talukdar) shall produce the real thief.*

ARTICLE 4.

If I have encroached on the frontier of any other (Zemindar) by force or purchased the land of any one knowing him to be impoverished, then I agree to resign such land on fair terms and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions I execute this deed, and make Jam Shri Jasaji of the Navanagar Taluka the counter-security for it ; and agree to fulfil the (terms of the) same as above. Should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar † *and their officials* may demand, together with the daily expenses and fine imposed by the Mohsal. Kartak Shud 2nd Samvat 1864.

Signature (of the security) (Mark).

Signature of the counter-security.

Signature of Jam Shri Jasaji in the handwriting of Rudarji Rugnathji.

(True translation.)

(Signed) JOHN W. WATSON,
President, Rajasthanik Court.

3
FA'EL ZAMIN OF THE CHIEF LIMRI.

Shri (Prosperity).

Written by Vyas Bhagti Mogji of Viramgam to Shrimant Rao Shri Sena Khas Khel Shamsher Bahadur.

To wit—That I, of my own free will, have given to the Shrimant Pant Pradhan, and to the Government of the Gaekwar, on behalf of Jhala Harisinghji of the Taluka of Limbdi, constant and efficient security against exciting disturbances, (Fa'el Zamin) for the two shares constituting the entire Province as follows :—

ARTICLE 1.

That I will not have a feud with any other (Talukdar), nor will I harbour the outlaw of any other (Talukdar) whether Kathi or Rajput, nor

* Addition to the Limbdi text. † Also an addition.

will incite any other person to commit any act of violence. And if any one's Bhayat should come and write over to me their lands or village, I will not purchase such lands or village. I will not plunder in the Taluka of any other (Chief) nor on the high-road. I agree to act as has been the custom hitherto. I will not harbour thieves in my limits, but if I keep any in my country, it shall be under proper precautions. If any impoverished landholder should be in want, and write over his land or village, I will report the matter to Government, and only purchase them after obtaining permission. And if I should ever wish to write over (my lands) to any one, I will only write them over after obtaining the Government permission.

ARTICLE 2.

I will not associate with any delinquent or criminal of Government whether one of the Shrimant Sena Khas Khel Saheb, or of the Company Saheb's Government.

ARTICLE 3

On both sides of us are situated the Mahals * of the Shrimant Pant Pradhan, and the Gaekwar Government, and also those of the Government of the Honourable Company. In these Mahals I will not commit any robberies or make any plundering incursions, nor will I, in any way, molest any merchant or traveller, but will supply them with labourers, guards and porters and thus escort them beyond my frontier

ARTICLE 4.

If I have encroached on the frontier of any other (Zamindar) by force or purchased the land of any one, knowing him to be impoverished, then I agree to resign such lands on fair terms, and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions, I become constant perpetual security, and agree to fulfil and cause (the terms of the) same to be observed from generation to generation. And should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal.

I make Jhala Amarsinghji of Halvad Dhrangadra, the counter-security for this ; and execute the deed. Kartak Shud 2nd Samvat 1864.

Signatures—Vyas Bhagti Mogji,
. (Mark) . .
(Counter-security's) singnature.
(Mark)

* Meaning perhaps Mahals in which these Governments held an interest, such as tributes, &c., as well as their Crown domains.

Written by Jhala Shri Amarsinghji. I have become counter-security and will fulfil and cause to be observed that which has been written above.

The handwriting of Mehta Parbhuji.

(True translation.)

(Signed) JOHN W. WATSON,
President, Rajasthanik Court.

4

FA'EL ZAMIN OF THE CHIEF OF DASADA.

Shri (*Prosperity*).

To the Shri Darbar,

Written by securities Malik Bapumiah Lalamiah and Malik Baji Motibhai and Malik Kamumiah Dalabhai and Babar Khan Bhai Sajibhai, inhabitants of the Dasada Taluka, and by the counter-securities Barosi Jafar Achhabhai and Sindhi Moti Chaba and Pathan Sher Khan Bala and Babar Jamal Chandbhai, inhabitants of the aforesaid Taluka.

To wit,—We have become perpetual and efficient securities and counter-securities for (the non-commission of acts of violence by) the Gametis (Talukdars) Girasias and Jivaidars and all other armed tribes and of the Charan's huts (with) enclosures within the villages of the said Taluka. No one shall commit acts of violence nor harbour any robber or any one's outlaw nor associate with them, nor give or send to any bad characters either food or provision in the village lands or on the frontier, and if any man shall come and reside at the house of any one and it be proved that such person be an outlaw or offender against any one, we agree to produce him, and promise not to keep stolen property, and if any one's outlaw be crossing our lands or boundary, we agree on being informed to this effect, to at once go and capture them ; and if an alarm of bad characters having come to any neighbouring village reach us, we agree to go thither at once and aid such neighbouring village. If we make any default in acting as above written, we agree to produce the defaulter, and if we are unable to produce him, then we personally agree to constantly and efficiently, conjointly and severally, be responsible to both the Sarkar and the Darbar for the loss as directed by them, and if the tracks of any bad characters shall enter the lands of any village of our Taluka,

we agree to carry them on satisfactorily to another village and there entrust them to the authorities of such village. And if we are unable to carry on satisfactorily the tracks, then we agree to be responsible in such way as the Government may direct.

Samvat 1878, 1st Aso Shud 8th, September 23rd, 1822 A. D.

Signature of Securities.

MALIK BAPUMIAH LALMIAH.
(Mark).

Handwriting of (not legible).

MALIK KAMUMIAH DALAMIAH.
(Mark).

Handwriting of (not legible).

MALIK BAJI.
(Mark).

Handwriting of (not legible).

BABAR KHANBHAI SAJIBHAI.
(Mark).

Handwriting of Samtullah.

Signatures of Counter-Securities.

BAROSI JAFAR ACHHABHAI.
(Mark).

SINDHI MOTI CHABA.
(Mark).

PATHAN SHER KHAN BALA.
(Mark).

BABAR JAMAL CHANDBHAI.
(Mark).

(True translation).

(Signed) JOHN W. WATSON,
President, Rajasthanik Court.

5.

FA'EL ZAMIN OF THE CHIFF OF BHADVANA.

Shri (Prosperity).

Written by Vyas Bhagti Mogji of Viramgam, to Shrimant Rao Shri Sena Khas Khel, Shamsher Bahadur.

To wit,—That I, of my own free will, have given to the Shrimant Pant Pradhan and to the Government of the Gaekwar, on behalf of Jhala Tejaji and others of Bhadwana, Bhayat of Taluka Limbdi, perpetual and efficient security against exciting disturbances (Fa'el Zamin), for the two shares, constituting the entire Province as follows:—

ARTICLE 1.

That we will not have a feud with any other (Chief), nor will we harbour the outlaw of any other (Talukdar), whether Kathi or Rajput, nor will we incite any other person to commit any act of violence; and if any one's Bhayat should come and write over to us their lands or gardens (Wadis), we will not purchase such lands or gardens (Wadis). We agree to act as has been the custom hitherto. **We will not revenge ourselves upon any one for past enmities.* We will not harbour thieves in our limits, but if we keep any in our country, it shall be under proper precautions. We will not plunder in any Taluka or on the high-road. If any impoverished landholder should be in want, and write over his land or village, we will report the matter to Government, and only purchase them after obtaining permission. And if we should ever wish to write over (our lands) to any one, we will only write them over, after obtaining the Government permission.

ARTICLE 2.

We will not associate with any delinquent or criminal of Government, whether one of the Shrimant Sena Khas Khel or of the Company Bahadur's Government.

ARTICLE. 3.

On both sides of us are situated the Mahals† of the Shrimant Pant Pradhan and the Gaekwar Government, and also those of the Honourable Company. In these Mahals we will not commit any robberies, or make any plundering incursions, nor will we in any way molest any merchant or traveller; but will supply them with labourers and porters, and thus escort them beyond our frontier. **The owner of the village within the limits of which a merchant or a traveller may suffer loss, shall be responsible for the same, and if the loss be sustained at the village or on the frontier of a Talukdar, the Talukdar shall be responsible.*

* The sentence in italics is in addition to the text of the Limbdi Fa'el Zamin.

† Meaning perhaps Mahals in which these Governments held an interest, such as tributes, &c., as well as their Crown domains.

ARTICLE 4.

If we have encroached on the frontier of any other (zamindar) by force, or purchased the land of any one, knowing him to be impoverished, then we agree to resign such land on fair terms, and afterwards to make no claim to it.

ARTICLE 5.

According to the above conditions, I have become constant and efficient security, and agree to fulfil and cause the (terms of the) same to be observed, from generation to generation; and should the Sarkar's Mohsal come on account of any failure to observe this Agreement, then I consent to give such satisfaction of the case in point, as the Sarkar may demand, together with the daily expenses and fine imposed by the Mohsal. I make Jhala Rupaji of Mouji Kherali, the perpetual and efficient Ad Zamin (counter-security) for this, and execute the deed. Kartak Shud 12th of Samvat 1864.

Signature.

Signature of Vyas Bhagti Mogji (mark).

Written by—To wit,—That I have become perpetual and efficient Ad Zamin (counter-security) to the Sarkar and will fulfil and cause to be observed, be responsible for, and enforce responsibility for, that which has been written above.

Signature of (counter-security)

JHALA RUPABHAI.

To wit,—That I have become counter-security, and will fulfil and cause to be observed, that which has been written above.

Handwriting of Bhauji.

(True translation.)

(Signed) JOHN W. WATSON,
President, Rajasthanik Court.

6.

FA'EL ZAMIN OF THE CHIEF OF NAWANAGAR.

TRANSLATION.

Shri (Prosperity).

To Shrimant Rao Sena Khas Khel Shamsher Bahadur * * * * *

The writing of * * * * *, presenting compliments.

We, of our own free accord, hereditarily provide *Fa'el Zamin* for the Taluka of * * * *, the following being the particulars as to how the

Girasias belonging to the territories of both the Pant Pradhan (Peshwa) and the Gaikwar Sena Khas Khel Sarkars :—

1. They should not quarrel among themselves, nor should they receive and harbour anybody in their villages. No one should commit a disturbance, nor encroach upon the boundaries [of another], abiding strictly by the same good conduct as hitherto observed. Past enmities should not be raked up and robbers, &c., should not be entertained. In case Patils, &c., from the Sarkar's territory come with offers to mortgage their lands and villages, the same should not be accepted. They should act in accordance with the Sarkar's orders and should not act in any improper manner. They should follow the right practice.

2. They should not associate with or assist men guilty of having committed unlawful things [in the territories] of the Shrimant Sena Khas Khel Saheb and of the Company Bahadur. They should not commit robberies and depredations in the Mahals of the Sarkar Shrimant Pant Pradhan, the Gaikwar and the Company Bahadur, nor should molest any passengers, merchants, and others travelling, but should provide them with labourers to carry their baggage and see that they safely go out of their respective boundaries. Should any Sarkars, &c., suffer injury on the way the same shall be made good by him in whose limits the same took place. In case the villageman be unable to do this then the Talukdar should make good the loss. If the villages and lands of any zamindar have been forcibly retained owing to the zamindar's ruined circumstances or otherwise the same shall be restored to him and no claim be made about it hereafter.

According to the terms mentioned above we have afforded fresh security to continue from generation to generation. If the Girasias commit any disturbances and if the Sarkar's Mohsal comes, we shall pay his daily expenses and wages and shall give such satisfaction as the case in point may require. The above is agreed to by us.

Signature * * * * *

Ad Jamin * * * * * *. We shall see the Girasias act in accordance with what is written above, and in case they do not act accordingly we shall be responsible in regard thereto.

Y. M. KELKARY,
Oriental Translator to Government.
11th October 1892.

No. XVIII.

MEMORANDUM of an AGREEMENT with the CHIEFTAIN of LIMREE touching the SETTLEMENT of the LIMREE TALOOKA,—1807-1808.

ARTICLE 1.

A permanent agreement with a guarantee touching the injury to which

my old talooka, including the villages in the Dhundooca and Ranpore, is liable by the egress and regress of the army.

ARTICLE 2.

The instalments and money payments shall be made as heretofore. The chunde, provision, and paun-sooparee shall be supplied by me, in the usual manner, to any village guard furnished on my requisition, during the egress and regress of the army.

ARTICLE 3.

If any cattle should go into the camp from my talooka after the payments shall be made, they shall be given up in the usual manner.

ARTICLE 4.

The payments of my Bhayad being made separately to the Government, they shall be realized by it, without any molestation to me on that account.

ARTICLE 5.

If any of my Bhayad or co-sharers should prefer an appeal to Government I am not to be restrained by any unjust interference on its part, in what I have hitherto enjoyed under written instruments. On the other hand, I am to do nothing henceforward without the sanction of Government previously obtained.

ARTICLE 6.

If any part of my conduct should appear exceptionable to Government, it shall, in the first instance, despatch a Cossid to warn me, and if I should omit to send back a person along with the same Cossid to justif myself to government a Mohsul is to be thereupon despatched.

ARTICLE 7.

If through the dispensations of Providence my country should be visited in any year by afflictions, heavenly or earthly, the Government shall afford me its succour in such year.

ARTICLE 8.

If the payments on account of the Choova talooka should not be made in any year, I will cause the Chief of Bhurkoova to liquidate the same according to the amount assessed by Government on the said village of Bhurkoova, being Rupees 475, but no injury is to be done to the village.

ARTICLE 9.

I request the succour of Government in conformity with the foregoing representation, and upon the condition that I regularly make the payments

at Baroda from Sumwut of the year 1865, during the whole of the decennial settlement, and enter into a written engagement to make the same payments at Baroda in all time to come; and further that I give *fa'el* and *arr* security permanently for my submission (Rujoo) to government. I request the guarantee for the just and due fulfilment of this agreement of Major Alexander Walker on the part of the Honourable Company.

ARTICLE 10.

It is hereby agreed that the stipulations of the foregoing ten Articles shall be carried into effect by government.

ALEXANDER WALKER, *Major.* Seal.

Persian.

Signed in English.

Dated Camp near Pergunnah Surpudur, talooka Daley, in Kattywar, one Ramjan Sunnut Suman-wu Mytein-wu Ulf (A.D. 1807-1808.)

No. XIX.

ENGAGEMENT entered into by the JHAREJA CHIEFS for the suppression of INFANTICIDE.

Whereas the Honourable English Company and Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor having set forth to us the dictates of the Shasters and the true faith of the Hindoos, as well as that the 'Brumhu Vywurtuk Pooran' declares the killing of children to be a heinous sin, it being written that it is as great an offence to kill an embryo as a Brahmin; that to kill one woman is as great a sin as killing a hundred Brahmins; that to put one child to death is as great a transgression against the divine laws as to kill a hundred women; and that the perpetrator of this sin shall be damned to the hell Kule Sootheeta, where he shall be infested with as many maggots as he may have hairs on his body, be born again a leper, and debilitated in all his members, we, Jhareja Dewajee and Kooer Nuthoo, zemindars of Gondul (the custom of female infanticide having long prevailed in our caste), do hereby agree, for ourselves and for our offspring, as also we bind ourselves, in behalf of our relations and their offspring, for ever, for the sake of our own prosperity, and for the credit of the Hindoo faith, that we shall from this day renounce this practice; and, in default of this, that we acknowledge ourselves offenders against the Sircars. Moreover, should any one in future commit that offence, we shall expel him from our caste, and he shall be punished according to the pleasure of the two governments and the rule of the Shasters.

The above Engagement was signed by the following Chiefs :—

No.	Names.	Talookas of villages.
1	Jhareja Hoteejee	Kotara Sanganee.
2	Jhareja Dossajee and Kooer Suttajee	Mallia.
3	Jhareja Jehajee	Moorvee.
4	Jhareja Runmuljee and Kooer Lakajee	Rajkot.
5	Jam Jessajee	Nowanuggur.
6	Jhareja Runmuljee, by the agency of Kooer Verajee	Sirdhar.
7	Jhareja Dewajee and Kooer Nuthoojee	Gondul.
8	Jhareja Boput Sing	Dehrol.
	Jhareja Hoteejee	Kursura.
	Jhareja Suttajee	Jallia.
9	Jhareja Khengarjee	Hurmuteea.
	Jhareja Jehajee	Kotaree.
10	Jhareja Ramsingjee	Amba.
	Jhareja Kheemajee	Lodeka.
	Jhareja Dewajee	Paal.
	Jhareja Morjee	Goureedur.
	Jhareja Dossajee	Kotaria.
	Jhareja Khanjee	Wudalee.
	Jhareja Tejmuljee	Veerwa.
	Jharejas Khanjee and Bhanjee	Gudka.
	Jhareja Rai Sing	Shapoor.
	Jharejas Raojee and Hudoojee	Kangseealee.
11	Jhareja Phooljee	Drappa.
	Jhareja Salleyuljee	
	Jhareja Raebjee	
	Jhareja Jejee Rasanjee	
	Jhareja Ramsingjee	
12	Jharejas Maroojee and Kooer Osajee	Rajpoor; the Bhayad of Kotara Sanganee.
13	Jhareja Bunajee	Barwa.
14	Jhareja Samutjee	Mengnee.
15	Jhareja Phoolajee	Seesang.
	Jhareja Dadajee	
	Jhareja Soojajee	
	Jhareja Mukunjee	
16	Jharejas Pemjee and Wagjee	Dedee Molee.
17	Jhareja Soorajee	Kuree and Veerpoor.
18	Jhareja Kana Mooloo	Salodur Wowree.
	Jhareja Kana Mota	
	Jhareja Kana Hookajee	
	Jhareja Kana Rokajee	
	Jhareja Kana Puchanjee	
	Jhareja Kana Nuthoojee	
19	Kooer Sallajee	
20	Rana Sirtanjee and Kooer Hallajee, Jetwas	Porebunder.

(Sd.) A. WALKER,
Resident.

No. XX.

RENEWED ENGAGEMENT against INFANTICIDE entered into by the JAM of NOWANUGGUR on the 25th February 1812.

ENGAGEMENT passed by JAM JESSAJEE of NOWANUGGUR to SHREEMUNT RAE SHREE SENA KHAS KHEYL SHUMSHER BAHADOOR, and the HONOURABLE EAST INDIA COMPANY BAHADOOR, dated Falgoon Soodh 13th, Sumwut 1868 (A.D. 25th February 1812.)

From the commencement it was a custom in our Jhareja caste not to preserve the lives of daughters. On this both Governments, after expounding the Shaster on this subject, and pointing out to us the way of the Hindoo religion, stated that it is written in the "Brumhu Vywurtuk Pooran" (a sacred work) that whoever commits this act his sin is great, equal to "Gurbhu Hutya" (killing an infant in the womb), and "Bramhu Hutya" (killing Brahmin), so that killing a child is equal to killing 100 Brahmins; but in this act two sins are committed, *viz.*, that of killing woman and child. The punishment written for this sin is that the person who commits it will remain in "Ruvruwadik Kuth Soothul Nurk" (name of a particular place in hell) for as many years as there are hairs on the person of the said woman, after which, when he is born again, he would become a "Koreea" (leprous), and be subject to "Puksh Ghat" (paralytic stroke). Both Governments said this to us according to the Shaster, in which, the year Sumwut 1864 (A.D. 1808), I, my brothers, nephews, &c., all the Jharejas of my talooka, passed a writing to the Sircar, binding ourselves not to kill daughters. To enquire about this a person lately came to us from the Sircar, and we wrote a reply and sent with him. The Sircar again, in the year Sumwut 1868 (A.D. 1812), required me to pass this agreement; and I do hereby state that out of deference to the Hindoo religion, I and my posterity, *viz.*, sons and grandsons, and my brothers and nephews, and all, bind ourselves in perpetuity that henceforward we shall not do this act; if we do, we shall be considered offenders against the Sircar. If in future any one of our caste people commits this act, and if it shall come to our knowledge, we shall, after expelling him out of caste, make him answer for his sin, and according to the will of the Sircar. Perpetual securities, given for the fulfilment of the above writing, are Bharote Meroo Mehta of Veerumgaum, and Bharote Ramdass Nuthoo of Julsum who shall be answerable for it. This is a true writing.

Dated Sumwut 1868, Falgoon Soodh 13th, corresponding with the 25th February A.D. 1812.

(Sd.) JAM SHREE JESSAJEE.

We, Bharote Meroo Mehta of Veerumgaum, and Bharote Ramdass Nuthoo of Julsum, pergunnah Petlaud, do hereby state that we shall abide, and cause them to abide also, by the above writing, and we ourselves shall be answerable for it.

Marked × of BHAROTE MEROO MEHTA.

Marked × of BHAROTE RAMDASS NUTHOO.

NO. XXI.

TRANSLATION of a LETTER from JHAREJA SOORAJEE of RAJKOT, to J. P. WILLOUGHBY, ESQ., POLITICAL AGENT, dated Shrawun Vud 10th, Sumwut 1892, corresponding with 18th August A.D. 1835.

Your letter of the 20th June has been received. You have therein written that I am to pay a fine of Rupees 12,000. My circumstances are insufficient to enable me to pay this sum at once. I beg, therefore, you will do me the favour to settle some way in which I can do it. You have further written that I am to inform you beforehand of births likely to take place in my family. This is well, and I shall do so. In regard to your request that I should furnish security to abstain from the custom of putting my daughters to death in future, I beg to state that I am determined to renounce the custom. My possessions are entirely under the Sircar; but if, notwithstanding this, you should wish me to give security, I shall duly furnish the same. I have, agreeably to your orders, banished Mehtas Bulwunt Joeta, and Dulputram Kooshall from my talooka. In respect to Patel Lukmon's mother and the other persons who gave evidence in my case, or any of their relations, not suffering, as you have written, any harm at my hands, I beg to state that Patel Lukmon is as a son of the Durbar, and there is no one higher in its estimation than he is. I have, notwithstanding, this day called him into my presence, and spoken to him in terms of encouragement and confidence before four Sowkars and two other persons, whom I had summoned on the occasion. The proclamation regarding the daughters of Jharejas, which you have transmitted, has been received, and I shall take the measures it directs. Whatever the Sircar does is designed exclusively for our good, and I am therefore obedient to its wishes. I beg you will fix some way in which I can pay the fine imposed on me, and withdraw the attachment on my talooka. The character of my place depends on the Sircar.

Rajah Chundersingjee of Wankaneer writes as follows :—

Whereas the Jhareja people formerly put their daughters to death, thereby committing a sin of great enormity, and Colonel Walker, in

Sumwut 1864, caused them to enter into engagements to abandon the inhuman custom and preserve their female offspring for the future; but notwithstanding this the Chief of Rajkot, Sirdar Jhareja Soorajee, disregarded and broke this engagement, and put a daughter to death, which case of infanticide was investigated in the month of October 1834, and the crime proved by means of witnesses; it therefore became necessary to call upon him to furnish security that he would not commit such a dreadful deed in future, and he has named me: I therefore agree to become perpetual security for him, and accordingly execute this writing, to the effect that Jhareja Soorajee shall inform the Sircar whenever the birth of a child may be expected in his family, and that he shall never injure or threaten Patel Lukmon's mother, or any other people or their relation he who may have given evidence in the case of infanticide against him; that he shall act agreeably to, and maintain the engagements formerly effected by the Sircar for the preservation of the daughters of Jharejas, and the proclamation, dated 22nd November 1834, issued on the same subject; and that Jhareja Soorajee shall punctually inform the Sircar of any breach of these engagements which may occur within his talooka. I have become security for him in case he may not inform the Sircar of any case of infanticide coming within his knowledge, or uphold and maintain the engagements for the abolition of this horrid custom, and am therefore bound to see the same done, and responsible to government for any breach that may hereafter arise.

This writing is duly signed, Ashad Soodh 15th, Sumwut 1891 (corresponding with 6th October A.D. 1835).

(Sd.) JHALLA CHUNDERSINGJEE,
and for him by KOOER WUKUTSINGJEE.

Similar security from the Chief of Kotra Sangana.

No. XXII.

RULES for the SETTLEMENT of CLAIMS of SUBORDINATE BHAYADS and MOOLGIRASSIAS of KATTYWAR STATES,—1873.

A survey and settlement of lands and settlement of other rights belonging to Bhayads and Moolgirassias will be made by the Durbars by means of their own officers. To ensure uniformity and greater skill in decision, a General Superintendent of these surveys will be appointed and paid for by the Durbars. The survey and settlement will be proceeded with and completed with all possible despatch. Quarterly progress reports will be

submitted to the Rajasthanik Sabha, by whom they will be forwarded to Government through the Political Agent.

2. As a record of the survey and settlement in each State, a Register shall be prepared in triplicate, subject to the arrangements hereinafter described. One copy will be preserved in the records of the State concerned, one copy will be recorded by the Rajasthanik Sabha, and one copy will be placed in the Agency records. The Durbars will furnish to the Bhayad or Moolgirassia concerned a certified copy of the entry regarding his holding.

3. Where there is no dispute about arrears or dues to the Durbar, or where the Bhayad or Moolgirassia agrees in writing to the settlement offered by the Durbar, an entry to that effect shall be made in the register. The Rajasthanik Sabha shall, by calling before them the parties concerned, or by other proper means, satisfy themselves that the settlement has been duly understood and freely agreed to, and shall then sign the entry in the register, and no further proceedings shall be allowed. A quarterly progress report of such entries having been signed will be made to the Political Agent for his information.

4. When at the time of survey and settlement the Bhayad or Moolgirassia declines to accept the terms offered he shall give the Durbar officer a memorandum of his claim, which the Durbar shall dispose of in the first instance, noting the fact of the objection. The Durbar officer will immediately send to the Rajasthanik Sabha copy of his decision.

5. If dissatisfied with the decision of the Durbar the Bhayad or Moolgirassia may, within a period of ninety (90) days (exclusive of the days occupied in furnishing him with a copy of the decision), present a petition to the Rajasthanik Sabha, showing distinctly what he claims; and the Sabha shall enquire into and dispose of the petition according to these rules. For special and sufficient reason the Sabha may extend the above period.

6. The Rajasthanik Sabha shall be composed of a President and two Members:—

I.—The President shall be appointed by Government from among such persons as the Durbars shall propose. Should none of the persons proposed meet with the approval of Government, the Durbars will be informed and requested to submit other names within a reasonable time. If they fail within a reasonable time to submit a list, which shall be approved, Government may appoint.

II.—The Durbars will submit twelve names of persons suitable to be members of the Rajasthanik Sabha, and out of these Government will select six members. The President of the Court will call two out of these selected six from time to time to sit with him at the trial of cases. Either party to a case may object to one of the members called, and the President will substitute another for him.

III.—All cases brought before the Rajasthanik Sabha shall be heard by the President and two members. But if upon any point whatever the President and the two members differ in opinion as to the decision which should be passed, the Political Agent, who, for the case in question, will be the chief President, shall decide which of the opinions shall be the decision of the Rajasthanik Sabha.

7. The persons entitled to have their claims of the kind described in paragraph 8 heard and disposed of by the Rajasthanik Sabha are—

I.—Bhayads. | II.—Moolgirassias.

By the term Moolgirassia is meant the original proprietor or the descendant of the original proprietor of a village or villages, or portion of a village or villages, who has made over a village or villages, or portion of a village or villages, or a portion of his ancient rights over a village or villages, or portion of a village or villages as Moolgirassia to the Chief, retaining to himself another portion or certain rights therein.

Within the term Moolgirassia shall also be included, for the purpose of the proposed arrangement, Girassias holding or claiming to hold rights which in the judgment of the Rajasthanik Sabha are similar to those of the Moolgirassias.

The claims of persons (not being Bhayads) holding or claiming to hold rights on account of *Chakaryat* (in consideration of service to be rendered), on account of *Inam* (in consideration of past service or under grant or gift), on account of *Dhurmada* (under a grant for religious purposes), and on other personal tenures which in the judgment of the Rajasthanik Sabha are similar to those set forth in this *proviso*, shall not be heard by the Rajasthanik Sabha, but shall be heard by and disposed of by the Durbar Courts.

The claims of mortgagees, sub-tenants, or assignees of Bhayads or Moolgirassia shall not be heard by the Rajasthanik Sabha, but shall be heard and disposed of by the Durbar Courts.

8. The Rajasthanik Sabha shall, subject to the limitations contained in paragraph 7, have jurisdiction in Girass cases brought before them by Bhayads and Moolgirassias when the dispute is between the Bhayad or Moolgirassia on the one part, and the Durbar on the other part. But when at the time of the survey and settlement a dispute arises in which the Durbar is not a party, as for example between a Moolgirassia or a Bhayad on one side, and another Moolgirassia, Bhayad, or other person, on the other side, the settlement will be effected by the officers of the Durbar; and if either party is dissatisfied, he shall be left to make his appeal in the ordinary Durbar Court, or in the third or fourth class States when the claim may be beyond the jurisdiction of the Durbar, it may be made in the Agency Court. Such cases shall not be heard in the Rajasthanik Sabha.

Provided always that the Rajasthanik Sabha shall have jurisdiction in any case in which the claimant establishes to the satisfaction of the Rajasthanik Sabha that the Durbar or a principal officer of the Durbar have a substantial interest in the case whether immediate or contingent.

9. The onus of proving that a complainant is a Bhayad or Moolgirassia shall rest on the claimant.

10. The Rajasthanik Sabha shall have power at its discretion to reject or require amendment of any petition when on the face of it it appears that the claim is not within the jurisdiction of the Sabha, or is contrary to these rules.

11. A fee of one-half of an anna per rupee shall be paid by the complainant on the estimated value of the property in dispute. The value shall be calculated at ten years' income.

The fee shall be refunded to the person paying it if the decision shall be given in his favour, and if part of the claim only be awarded, the refund shall be in that proportion.

Otherwise the fees received shall go to defray the expenses of the Sabha.

12. Complaints, where the alleged dispossession of land or other rights has occurred since 1850 A.D., shall be heard and disposed of whether now pending or not.

Complaints, where the alleged dispossession of lands or other rights occurred before 1850 A.D., shall not be heard, unless the case was returned to the Durbar under Colonel Keatinge's arrangements in 1863.

Provided, however, that where the Rajasthanik Sabha is of opinion that, for any other special and sufficient cause, complaints of dispossession of land, and other rights occurring before 1850 A.D. should be heard, it shall have discretion to do so. Provided that a previous complaint has been made and that the dispossession has occurred after 1830 A.D.

13. No case in which Government or the Political Agency has passed a decision, or in which a settlement has been made by the free consent of both parties, or by a Punchayet appointed by both parties, shall be re-opened.

14. The Rajasthanik Sabha shall be guided by the Mulk Sherista and by local usage.

15. The Political Agent shall in conjunction with the President of the Rajasthanik Sabha, and two of the six selected members, named by the Durbars, frame subsidiary rules for the procedure of the Rajasthanik Sabha, subject to the approval of Government.

16. On the consent of both parties the Rajasthanik Sabha may refer matters for the decision of a Punchayet.

17. All previous records relating to any case before the Rajasthanik Sabha may be taken as evidence, the value or weight of such evidence being estimated by the Sabha.

18. When the Rajasthanik Sabha has passed a decision, an entry in accordance with such decision will be made in the register, and will be signed by the Rajasthanik Sabha.

19. Professional Vakeels will be admitted at the discretion of the Sabha, but costs will not be allowed.

20. The decision of the Rajasthanik Sabha shall have the same finality in cases heard under these rules as those passed by the Talookdaree Courts in ordinary cases. There shall be no appeal from the Rajasthanik Sabha to any Agency or other Court, but its proceedings shall be subject to the general control of the paramount power, exercised through the Political Agent in Kattywar, and the decisions of Rajasthanik Sabha shall be upheld by the same authority.

SUPPLEMENTARY RULES.

1. The Rajasthanik Court to have the powers of a Political District Court as regards the causes triable in it. The President will at his discretion impose Mohsuls to ensure attention to the orders and processes of the Court, and may otherwise assert its position by the means open to a District Civil Court. Mohsuls should be sent on Durbars where they are in fault, and through the Durbars where their subjects are concerned.

2. Mohsuls imposed by the President to be credited to the Sabha in the Treasury Accounts. The Political Agent to be moved to allow an account to be kept in his Treasury.

3. When in the opinion of the President it may be necessary, he may associate with himself either one or two chief Karbharies in the place of a member or members of the Court.

4. The Court will notify to the Political Agent its terms of sessions and vacations.

By order, &c.,

BOMBAY CASTLE,
The 26th August 1873.

(Sd.) C. GONNE,
Secy. to the Govt. of Bombay.

NO. XXIII.

RULES for the SETTLEMENT of GARAS cases ARISING in TALUKAS below CLASS IV.

Definitions.

1. For the purposes of those rules Garas cases are these arising out of disputes relating to land or other rights between Mulgarasias or Bhayats on the one side and Talukdars or Shareholders in co-shared estates on the other.

"Garas Cases."

"Mulgarasia." 2. By the term Mulgarasia is meant the original proprietor or the descendant of the original proprietor of a village or villages or portion of a village or villages who has made over a village or villages or portion of a village or villages or a portion of his ancient rights over a village or villages or portion of a village or villages as Mulgarasia to the Chief, retaining to himself another portion or certain rights therein.

Within the term Mulgarasia shall also be included, for the purpose of the proposed arrangement, Garasias holding or claiming to hold rights which in the judgment of the Court are similar to those of Mulgarasias.

"Bhayat." 3. For the purposes of these rules a Bhayat is a cadet or the descendant of a younger branch of the Talukdar's family, where the estate follows the rule of primogeniture.

"Court." 4. The word "Court" means the Judicial Assistant sitting with two assessors. The Judicial Assistant shall try the cases referred to in Rules 9, 10 and 12 with the assistance of two experienced revenue officials to be selected by him from a list of State officials approved by the Political Agent, and who shall be unconnected with the parties to the dispute.

"Scope of the Rules." 5. In estates which follow the rule of primogeniture, disputes between the Bhayats or Mulgarasias on the one hand and Darbars on the other will be heard under these rules, while in those estates which do not follow the rule of primogeniture the claims of Mulgarasias only will be heard under these rules as against the Shareholder.

6. These rules do not apply to disputes between Shareholders *inter se* in co-shared estates. Nor do they apply to disputes between a Bhayat or Mulgarasia on the one part and a Bhayat or Mulgarasia or other person on the other part, which shall be disposed of by the ordinary Courts, provided always that these rules shall apply to any case in which the claimant establishes to the satisfaction of the Court that the Talukdar or one of his principal officers has a substantial interest in the case, whether immediate or contingent.

7. The claims of persons (not being Bhayats) holding or claiming to hold rights on account of "Chakariat" (in consideration of service to be rendered), on account of Inam (in consideration of past service or under grant or gift), on account of Dharmada (under a grant for religious purposes), and on other personal tenures, which in the judgment of the Court are similar to those set forth in this rule, shall not be heard under these rules, but shall be heard by and disposed of by the ordinary Courts nor shall these rules apply to mortgagees, sub-tenants or assignees of Bhayat or Mulgarasia whose claims shall be heard and disposed of by the ordinary Civil Courts, but not so as to affect any claims cognizable under these rules.

8. The onus of proving that a complainant is a Bhayat or Mulgarasia will rest on the claimant.

Procedure.

9. The above cases will be heard and disposed of in the following manner :—

The survey of the holdings of the Bhayats and Mulgarasias shall be made by the Superintendent of Kathiawar Surveys at the cost of the parties and under the same rules as obtain in the Rajasthanik Court Survey, and a map thereof sent to the Judicial Assistant.

(*a*) Where there is no dispute about areas, the Judicial Assistant shall summon the parties and satisfy himself that they understand and agree to the map, a copy of which shall then be supplied to each of the parties and a third copy filed in the Agency records, together with a register of the lands, a remark being entered on the map in the hand and under the signature of the Judicial Assistant that the parties had appeared and accepted it.

(*b*) Where there is a dispute regarding the land, the Survey Superintendent shall forward with the map of the disputed land the field-books and all the necessary information to the Judicial Assistant (furnishing each party on application with a copy thereof), who shall then call upon the Bhayat or Mulgarasia to file a statement of his claim. Should the matter in dispute be within the civil jurisdiction of the Talukdar, the case shall be forwarded to the Talukdar for disposal, subject to appeal to the Agency, otherwise the Judicial Assistant shall proceed to dispose of it on the Original Side.

10. In regard to claims other than land the Judicial Assistant shall call upon each side to submit a statement of their rights and compile therefrom a *hak patrak*, which shall be forwarded to the Darbar with a view to the latter offering the Mulgarasia or Bhayat a settlement. Should the settlement not be accepted, the Court will proceed to hear the parties and pass an award on each item of the *hak patrak*.

11. The Judicial Assistant may reject or require any petition to be amended when on the face of it it appears that the claim is not within the Court's jurisdiction or is contrary to these rules.

12. If the Bhayat or Mulgarasia shall be dissatisfied with the settlement of the land case or other rights recorded in the *hak patrak* by the Talukdar he shall appeal to the Judicial Assistant within a period of 90 days from the date of the award or offer of settlement of the Talukdar, and the Judicial Assistant shall proceed to inquire into and settle the dispute as hereinafter provided.

13. Should the President and the Assessors be unanimous in deciding the cases referred to in Rules 9, 10 and 12, the former shall record a decision with the reasons on which it is based and submit it to the Political Agent, whose countersignature thereon shall give it the force of an award.

14. Should the President and the Assessors differ in opinion, the former shall record his opinion and attach that of the Assessors and submit the case to the Political Agent for disposal, whose decision shall then be the award of the Court.

15. When the Court of the Political Agent has passed a decision, an entry in accordance with such decision shall be made in the register under the signature of the Judicial Assistant.

16. The Political Agent may, in any case sent for countersignature or for orders under the preceding rule, send for the parties and hear them and may consult the members of the Court and modify the award of the Court as he may think fit, recording his reasons therefor, or remand the case for further evidence or for any other purpose.

17. The award of the Court duly countersigned or modified by the Political Agent shall be final, subject to the general control of Government.

18. On the consent of both parties any case may be referred to a Panchayat for settlement. The award of the Panchayat shall be filed before the Judicial Assistant ; any objections which may be raised by the parties within one month shall be heard and disposed of by the Court.

19. No case in which Government or the Political Agency has passed a final decision, or in which a settlement has been made by the free consent of both parties or by a Panchayat appointed by both parties, shall be re-opened. Provided that if the previous order shall have left any point undetermined, the case may be inquired into under these rules to supply the defect.

20. The year 1850 shall be the limitation year in inquiries under these rules, and the status and rights existing prior to that year shall not be disturbed.

21. In inquiries under these rules the *Mulak Sherista* or local usage and the decisions of the Rajasthanik Court in any similar cases shall be taken into consideration as well as the general principles of equity and of the Law of Evidence.

22. All previous records relating to any case tried under these rules shall be admitted as evidence for what it is worth.

23. Professional Vakils will be admitted to plead in inquiries under these rules at the discretion of the Judicial Assistant, but their fees will not be treated as costs in the case.

Fees.

24. The fees payable on the institution of a complaint under these rules shall be calculated according to the rules of the Agency, and shall be paid into the Consolidated Fund.

25. It will be open to the Court to adjudge costs in its decision on the termination of the case.

26. When a case is amicably settled before issues are framed, refund of half the fees may be made at the discretion of the Court.

No. XXIV.

CONVENTION for securing efficient co-operation among the STATES of KATHIAWAR in the suppression of dacoities and other serious crime,—1890.

1. A Police officer of the Police force or Sibandi of any State holding a Parwana or Sanad of his State, may in the limits of any other State arrest any outlaw, murderer or dacoit, whose name is published in the Darbar Gazette of any State, or in the Kathiawar Agency Gazette. Such notified criminal shall be at once taken to the village in whose limits he was arrested and the matter reported to the Police Patel, or other Police officer, to whom a receipt for the offender shall be given, and the offender shall then be taken away and handed over to the State in whose limits he committed the offence. The officer effecting the arrest may be an officer of any State and not necessarily that of the State in which the offence was committed. In either case the Police of the State in whose limits the offender is found is bound on requisition to assist the Police of any other State in effecting the arrest. When any Police of the State in which the arrest is made are present, they shall, if necessary, hold the offender in custody and the Police of the other State shall be bound to help them pending the arrival of an escort from the former State. Such State shall hold him in safe custody until the Police of the State in which the offence has been committed receive charge of him in due course. The officer effecting the arrest, as well as the State in whose limits he is found, shall give information of the arrest to the State in which the offence has been committed. The cost of maintenance and transit will in all cases be borne by the State in which the offence was committed.

2. Any officer not below the rank of a Foujdar may arrest, wherever found, any person accused of an offence noted in the margin committed in the limits of the State in which he (the Foujdar) may be serving. If the offender is a foreigner to the State in which he is arrested, he shall be carried to the nearest Police officer, the arrest reported, and a receipt shall be given by the officer effecting the arrest, who may then take away the offender. If, however, the offender is claimed to be an inhabitant of the State in which he is arrested, he shall be taken to the nearest Police officer of that State and handed over to him, and a receipt taken. The offender shall then be detained for one month in custody, or on

1. Murder.
2. Grievous hurt by dangerous means and weapons.
3. Robbery.
4. Dacoity.
5. Outlawry.
6. Retaining or receiving stolen property obtained by the commission of robbery or dacoity.
7. Mischief by fire.
8. House-breaking in order to commit theft.

reasonable bail, which bail shall be forfeited to the State releasing the offender on bail, if he (the accused) does not answer to his bail, within which time the Karbhari of the State in which the offence was committed, shall demand him from the Karbhari of the State in which he was arrested.*

* It is optional with the State in which the offender is arrested to surrender him although he be a subject or an inhabitant of that State.

3. A Karbhari shall be entitled to demand such an offender, if a *primâ facie* case is made out before a Nyayadhish and approved by the Karbhari. The papers of such *primâ facie* case need not be sent when the offender is demanded, but the request of the Karbhari shall be sufficient.

4. No offender so handed over shall be kept in confinement or on bail for more than one month unless an extension which should not exceed a further period of another month is asked for and granted before the expiration of the first month. Failing the offender being demanded within such time he shall not be subject to a second arrest, but he must be asked for under the provisions of rule 3.

5. Any officer not below the rank of Foujdar, with a warrant of a Magistrate of his own State, or any Police officer in charge of a pursuing party in hot pursuit of dacoits, without a warrant, may enter the limits of any State and may require the Police Patel, or other Police official, to permit him in the presence of himself and a Panch to search any house for stolen property. Such property found as may reasonably be presumed to correspond with the stolen property, a list of which under the Magistrate's signature, if the demand is made under a warrant, shall be produced for comparison, may be taken away for identification, a correct list of, and receipt for, it being given. If such property is not recognized within 30 days, or, if it appears that no offence in reference to such property has been committed, it shall be returned forthwith.

6. When stolen property is found in the possession of a person by the Police of any State, they may arrest such person, and hand him over to the Police of his own State, and for his extradition a *primâ facie* case shall be made out, which shall show that there are reasonable grounds for supposing that the property found in his possession was obtained by the commission of an offence in respect of such property, within the limits of the demanding State.

7. Every State shall publish in the Agency Gazette a monthly descriptive roll of any person or persons who may be wanted by the Police of that State on a charge of murder, dacoity, or outlawry. Such lists shall be regularly furnished to all other States.

8. Any person, not being a member of the Police but possessing in his capacity of detective a pass signed by the Superintendent of Police of his State, shall be entitled to demand help from all officers of other States in the execution of his duty in the same manner as if he were a member of the Police force of such other State.

9. If a reward is offered for the apprehension of any offender, and he is arrested in the limits of another State, and if the Police, village or

regulars of that State have joined in the capture, the reward shall be equally distributed between them and the Police of the State who are in pursuit.

10. Prisoners escaped from the custody of a State, and taking refuge in another State, may be arrested, wherever found and after reporting the matter to the Police Patel of the village in whose limits he was found, he may be taken away.

List showing the names of States from Class 1 to 4 who have signed the Convention for the suppression of dacoities and other serious crime in Kathiawar.

Names of States.	Names of States.
First Class.	*Third Class.*
1. Junagad.	15. Than-Lakhtar.
2. Navanagar.	16. Saela.
3. Bhavnagar.	17. Chuda.
4. Porbandar.	18. Vala.
5. Dhrangadhar.	19. Jasdan.
6 Morvi.	20. Manavadar.
7. Gondal.	
Second Class.	*Fourth Class.*
8. Vankaner.	21. Lathi.
9. Palitana.	22. Muli.
10. Dhrol.	23. Bajana.
11. Limbdi.	24. Virpur.
12. Rajkot.	25. Malian.
13. Wadhwan.	26. Kotda Sangai.
14. Jafarabad (Janjira).	27. Jetpur Vala Laxman Meram.
	28. Jetpur Vala Surag Ganga.
	29. Jetpur Vala Kala Devdan.
	30. Patdi.
	31. Gidad (Bantwa).

KATHIAWAR POLITICAL AGENCY,
RAJKOT, *16th August 1890.*

E. C. K. OLLIVANT,
Political Agent.

NO. XXV.

TO SHREE SIRCAR CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR, on behalf of the HONOURABLE COMPANY,—1821.

To wit,—The Dewan of Talooka Nowanuggur, Mehta Motiram Samuljee, writes that a store has been established at Ranpore since 1st

February A.D. 1821, corresponding with Sumwut 1877, Pous Wud 14th. Draft of a proclamation has also been furnished to me, directing that those who wanted opium for retail sale within this talooka should purchase the same from that store. The proclamation in the prescribed form will be published in the town and villages of the pergunnahs for the information of the people at large. If any one requires any opium for retail sale he will be furnished with a letter, and sent to the Government store to purchase it. If any one purchases any opium from any place other than the Government store, or if any one sells it, or brings it from other countries, the fact shall be reported to Government immediately, and the opium appearing to be other than of the Government store drug shall be confiscated by Government; one-third of it shall be paid to the informer, and the remaining two-thirds to the talookdar within whose limits it was seized. Should it be confiscated within my territory government will be pleased to make over the same to me.

Sumwut 1877, Pous Soodh 8th, Thursday, 11th January A.D. 1821.

(Sd.) MOTI SAMULJEE.

Letters to the same effect as the preceding, addressed by the undermentioned Chiefs, are also forthcoming:—

	Date of letters.
1, Rana Shree Kheemajee of talooka Poorbundur .	Sumwut 1877, Pous Soodh 3rd (7th January 1821).
1, Rana Shree Umersingjee, zemindar of talooka Drangdra	Sumwut 1877, Magh Wud 1st (17th February 1821).
1, Maharana Pratheeraj, zemindar of Than Lukhtur	Sumwut 1877, Pous Soodh 14th (17th January 1821).
1, Mulck Bawa Meean, Mulck Chandajee, Mulck Larjee, Mulck Dullajee, and the Dussareas jointly, zemindars of talooka Dussara . .	Sumwut 1877, Magh Wud 1st (17th February 1821).
1, Mulck Duria Khan of talooka Bujana . .	Sumwut 1877, Magh Wud 1st (17th February 1821).
1, Puthoojee, Koombhajee, Geerdhurjee, and Khanajee, zemindars of talooka Jhinjoowara .	Sumwut 1877 (1820-21).
1, Mulck Bapjee, zemindar of talooka Wunodle .	Sumwut 1877, Magh Wud 1st (17th February 1821).
1, Jadeja Mooloojee of talooka Veerpore Khureree,	18th January.

1, The undermentioned Zemindars of the Talookas in Kattywar have signed one joint letter, dated 18th January :—

1. Wala Vicumsee Jethanee and others of Jaitpoor Cheetul.
2. Khachur Chella Wajsoor of Jusdhun.
3. Khachurs Ogur and Moka, sons of Wajsoor, of Khumbhala.
4. Khuvur Sadool Loona of Soodamra, signed on the 19th January.
5. Wala Hursoor Hathia of Bhulgam.

1, Guzuffer Khan, Mahomed Khan, and Unwur Khan of Batwa . . . . . } 18th January.

TRANSLATION of a NOTIFICATION sent by CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR, to the CHIEFS of the PROVINCE of KATTYWAR, for PUBLICATION within their RESPECTIVE TERRITORIES, with the endorsement of some consenting to act accordingly.

Shree Durbar proclaims to all the people that Captain Barnewell, the Political Agent in Kattywar, has sent us a notification, which is published for your information.

The Political Agent will address a perwannah to me about the Showkar's opium passing through my territory, which will contain the quality and quantity of the opium, and whether it is contained in baskets, leather pots, boxes or carts, as also the place where it will be stored.

A register containing the names, etc., of the persons who bring opium to my town and villages dependent to it and sell it, and of the purchasers, should be kept. On enquiry by Government, should any one fail to produce a regular register, or if any one conceal the real amount sold, a duty, at the rate of one Rupee per each seer short, will be charged and recovered from the dealer.

The duty on the opium covered by a pass will not be much. This arrangement has been made by Government with a view to prevent opium being exported at any of the seaports.

Should any opium be brought on carts, camels, bullocks, vessels, or by any other conveyance without a pass, the opium, with the conveyance, will be confiscated in payment of the fine. A third part of it will be paid to the person who causes it to be seized, or who points out the smuggler with certainty, and the remaining two parts will be paid to the Talookdar or Zemindar of the place where it was seized, and if it be seized within my talooka the same will be given to me.

Should any person keep or cause to be kept concealed any opium which has been smuggled as above, the opium will be seized for the offence, and

an amount double its value will be recovered from him as fine. A third part of the whole will be paid to the informer, and the remaining two parts to the Talookdar or Zemindar in whose limits it may be seized. If it be discovered within my territory the same will be paid to me.

Sumwut 1876, 2nd Jesht, Wud 9th (4th July 1820).

Endorsements below copies of the draft proclamation or letters containing similar clauses.

WUDWAN.

Proclamations to the above effect will be promulgated within my territory and arrangements about opium made accordingly.

(Sd.) JHALLA JALLUMSINGJEE.

Sumwut 1876, 2nd Jesht, Wud 9th (4th July 1820).

LIMREE.

Arrangements will be carried out in conformity to your letter which has been received.

(Sd.) JHALLA HUREE SING,

In the handwriting of NUTHOO JEEVUNRAM.

Sumwut 1876, 2nd Jesht, Wud 9th (4th July 1820).

GONDUL.

Government having sent Mehtas to make arrangements about opium to Gondul, Dhorajee, and Oopletta, I agree to act as above.

Mark × of JADEJA SHREE CHUNDRASINGJEE.

Sumwut 1877, Magh, Soodh 5th (7th February 1821).

TRANSLATION of a LETTER from JHALA CHUNDRA SINGJEE of WANKANEER to CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR.

After compliments.—The Sircar's Notification about opium has been received. I have made arrangements by your order since last year. In my town no one has got any old opium. The quantity required up to this time

for the talooka's consumption was obtained from the Government store at Limree. Hereafter it will be fetched from Rajkot. Enquiries are being made about passers-by, but as yet no one has been apprehended. Whenever any one is seized Government will be informed. Please write letters in return.

Sumwut 1878, Kartick, Wud 9th (18th November 1821).

Letters to the same effect as the preceding, from the undermentioned talookas, are forthcoming:—

1, Saela, dated Sumwut 1878, Kartick, Soodh 11th (6th November 1821).

1, Moolee, dated Sumwut 1878, Kartick, Soodh 13th (7th November 1821).

TRANSLATION of a LETTER from JHALA UBHE SINGJEE OF SWUSTHAN CHOORA to the address of CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR.

After compliments.—The Sircar's perwannah about opium has been received, and will be proclaimed throughout my territory. No one will import smuggled opium. Those who require opium will be made acquainted with the contents of the Sircar's perwannah. In these days no one can act irregularly. Dealers sell opium by order of Government at the rate of three Rupees weight per Rupee. This is my request.

Sumwut 1878, Kartick, Soodh 11th (6th November 1821).

A similar letter has been received from the Bhoomia of Wurode, dated Sumwut 1878, Kartick, Soodh 13th (7th November 1821).

TRANSLATION of a LETTER from KHACHUR CHELLA WAJSOOR of JUSDUN to CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR.

After compliments.—The Government Notification about opium has been received, and the contents have been made known. I will make arrangements as therein directed. Should I require any opium for consumption I will obtain it from the Government store at Rajkot.

Dated 1878 Kartick, Wud 5th (29th November 1821).

Letters to the same effect as the preceding, from the undermentioned Girassias, are forthcoming :—

1, Jhala Jeevunjee, etc., of Chuchana . . .	. Sumwut 1878 (A.D. 1821), Kartick Wud 7th.
1, Jhala Nuthoobhae and Kurunbhae of Pulalee .	. Sumwut 1878 (A.D. 1821), Kartick Wud 11th.
1, Jhala Agar Singh of Kurmur	. Sumwut 1878 (A.D. 1821), Kartick Wud 4th.
1, Bhambhla Kadoo Jiva of Bharejra . . .	. Sumwut 1878 (A.D. 1821), Kartick Wud 11th.
1, Kurpra Mooloo of Rampur	. Sumwut 1878 (A.D. 1821), Kartick Wud 13th.
1, Rae Sauklee, Desaeebhae Ramdass . . .	. Sumwut 1878 (A.D. 1821), Kartick Soodh 13th.
1, Khachur Rama Mooloo and Oonur of Paliad .	. Sumwut 1878 (A.D. 1821), Kartick Wud 2nd.

TRANSLATION of a LETTER to the address of SHREE SIRCAR CAPTAIN BARNEWELL, POLITICAL AGENT in KATTYWAR, on behalf of the HONOURABLE COMPANY BAHADOOR.

To wit,—Purmar Bunney Singh and the other brothers of Moojpur, jointly beg to submit their respectful compliments, and to represent that your perwannah about making opium arrangements has been duly received. The arrangements will be made as directed by you. The opium required for our consumption will be obtained from the government store. Should any one carry any opium *without* a government passport, we will apprehend him and communicate the circumstances to government. This is the petition, dated Sumwut 1878, Kartick Wud 11th, Tuesday (20th November 1821).

(Sd.) PURMAR BUNNEY SING,

In the handwriting of JHALA MALLAJEE.

Similar letters have been received from the undermentioned Girassias, dated as set forth opposite their names :—

1,	Jhala Bechurjee of Wunna	Sumwut 1878 (A.D. 1821), Pous Soodh 4th Friday.	
1,	„ Kussyajee of Oontree	Sumwut 1878 (A.D. 1821), Pous Soodh 8th.	
1,	„ Nagjee and Kandhabbhae of Gerree . . .	Sumwut 1878 (A.D. 1821), Kartick Wud 11th.	
1,	„ Jalumsingjee and Jivabhae of Devulia .	Ditto	ditto.
1,	„ Jetheejee of Wunala	Ditto	ditto.
1,	„ Runchorjee and Hallabhae of Kumalpore .	Ditto	ditto.
1,	„ Nuthoojee and Kanthurjee of Laliad .	Ditto	ditto.
1,	„ Chandabhae and Hurribhae of Bhurukwa .	Ditto	ditto.
1,	„ Kusiabhae, Ruttonjee, and Attabhae of Durode .	Ditto	ditto.
1,	„ Wustajee of Khumbhlao	Ditto	ditto.
1,	„ Puthobhae and Gujabhae of Jakhun . .	Ditto	ditto.
1,	„ Ruttonjee and Attabhae of Chulala . .	Ditto	ditto.
1,	„ Hurjee of Showka	Ditto	ditto.
1,	„ Jeebhae and Bhimjee of Bhulgamra . .	Ditto	ditto.
1,	„ Jethibhae and Jorabhae of Kuntharia . .	Ditto	ditto.
1,	„ Khimabhae of Tulsana	Ditto	ditto.
1,	„ Bhimjee and Nathoobhae of Bhuthan . .	Ditto	ditto.
1,	„ Gopaljee and Bunnabhae of Unkawalia .	Ditto	ditto.
1,	„ Nagbhae and Jemulbhae of Khandia .	Ditto	ditto.
1,	„ Kuslabhae and Mullabhae of Sumla .	Ditto	ditto.
1,	„ Fuljee Bharajee and Jethibhae of Tavee .	Ditto	ditto.
1,	„ Seshabhae of Julala	Sumwut 1878 (A.D. 1821), Kartick Soodh 15th.	

No. XXVI.

Salt Agreement signed by Maritime States,—1883.

His Highness the Nawab Saheb of Junagad, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

1. That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar.

2. That the salt manufactured within his State shall be sea salt only,—that is, salt made from sea-water or brine wells as heretofore. That no Vadagra salt shall be manufactured within his State.

3. That salt may only be exported from his State by sea to some other place in his own State, and then only under special arrangements made by his State, all removals of salt by sea by private individuals from one place to another being prohibited. That fishing boats belonging to his State may ship, when leaving a place in his State, a quantity of salt not exceeding 25 maunds, to be used for *bonâ fide* fish-curing purposes. That no salt shall be imported into his State by sea from places outside Kathiawar, except salt which has paid the salt tax of the British Government, and is covered by a British ravana.

4. That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

5. That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened, without the previous consent of the Government of Bombay, obtained through the Political Agent in Kathiawar.

6. That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent, or the Assistant Political Agent; and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

(Sd.) BAPALAL MANEKLAL,
Naib Divan, Junagad State.

Dated at Rajkot, 5th July 1883 A.D.

Similar agreements have been passed by—

Nawanagar, Porbandar, Bhaunagar, Jafarabad, and Morvi.

No. XXVII.

SALT AGREEMENT signed by NON-MARITIME SALT-PRODUCING STATES,—1883.

The Thakor Saheb of Limbdi, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts

contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

1. That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar.

2. That the salt manufactured within his State shall be sea salt only,—that is, salt produced from sea-water or brine wells or naturally deposited as heretofore. That no Vadagra salt shall be manufactured within his State.

3. That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

4. That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay obtained through the Political Agent in Kathiawar.

5. That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

Similar agreements have been passed by—

Lakhtar, Malia, and Vala.

No. XXVIII.

Salt Agreement signed by the Dhrangadra State,—1883.

His Highness the Raj Saheb of Dhrangadra, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows:—

1. That the production of salt in his State, as hitherto carried on, will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the province of Kathiawar.

2. That the salt manufactured within his State shall be sea salt only,—that is, salt made from sea-water or brine wells as heretofore. That no Vadagra salt shall be manufactured within his State, except at the Kuda work, where the manufacture shall be restricted to the amount heretofore produced, pending any other arrangement which may be made between the British Government and His Highness the Raj Saheb of Dhrangadra.

Shown by the Darbar accounts to be 40,000 maunds annually.

3. That his administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent, to the utmost of his ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

4. That he will not enlarge or make any material change in the existing salt works, nor open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay obtained through the Political Agent in Kathiawar.

5. That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

(Sd.) COOVERJEE COYAJEE,

Divan, Dhrangadra State.

Dhrangadra, 17th July 1883.

No. XXIX.

SALT AGREEMENT signed by the INLAND STATES,—1883.

The Raj Saheb of Vankaner, recognising the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

1. I will make due arrangements that my State shall be supplied with salt sufficient for the consumption of the population licitly obtained from some recognised salt source.

2. My administration will be responsible for the observance of the above conditions by all classes of my subjects. I will prevent, to the utmost of my ability, the export of salt from Kathiawar by land either into another foreign State or into British India.

3. Salt shall be sold in my State by licensed vendors only, who will procure their supplies through the Darbar only. A list of parvanas will be kept, and each licensed vendor will be required to show his books to the Darbar, whenever called on to do so, and to account for all the salt which he may have procured through the Darbar.

4. The stocks of salt in hand shall never exceed the quantity required for local consumption.

(Sd.) CHUNILAL SA'RA'BHA'I,

Rajkot, 17th July 1883. *State Karbhari, Vankaner.*

Similar agreements have been passed by—

Palitana, Dhrol, Rajkot, Gondal, Wadhwan, Sayla, Chuda, Jasdan, Manawadar (Bantwa), Gidad and Bantwa, Lathi, Muli, Virpur, Kotra-Sangani, Jetpur, Mengni, Jalia, Gawridad, Pal, Gadhka, Vasavad, Dedan, Bagasra, Vichhavad, and Kuba.

No. XXX.

SALT AGREEMENT executed by the Chief of Bajana,—1895.

The Chief of Bajana on behalf of himself and his successors recognizing the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants that no salt produced in Kathiawar may be conveyed into the British Districts contrary to the law of British India and to the injury of the Salt Revenue of the British Government agrees as follows :—

1. That he will prevent absolutely the making of salt within the limit of his State.
2. That he will prevent the collection or removal of salt which may be spontaneously generated in his territory save and except such quantity as may be required *bonâ fide* for consumption within the limits of his State.
3. That his administration shall be responsible for the observance of the above conditions by all classes of his subjects.
4. That he will prevent, to the utmost of his ability, export of salt from Kathiawar either into British India or into any other Native State.

5. That he will furnish full information on all subjects connected with the production and distribution of salt in his State to the Political Agent or to any officer authorized by the Political Agent to request it.

(Sd.) MALEK SHRI NASIB KHANJI
DARIAKHANJI in the hand writing of
GIRIDHERDAS MANGALDAS DESEAI,
Chief Kamdar.

The 5th November 1895.

No. XXXI.

SALT AGREEMENT executed by the RAJ SAHEB of DHRANGADRA,—1900.

His Highness the Raj Saheb of Dhrangadra, on behalf of himself and his successors, recognizing the rights of the Paramount Power and the duty incumbent on the Chiefs of Kathiawar so to regulate the production of salt in Kathiawar for the consumption of its inhabitants, that no salt produced in Kathiawar may be conveyed into the British districts contrary to the law of British India and to the injury of the salt revenue of the British Government, agrees as follows :—

(1) That the production of salt in his State as hitherto carried on will continue, but the quantity produced or removed shall not exceed the quantity required to meet the demand for consumption thereof within the Province of Kathiawar.

(2) That the salt manufactured within his State shall be sea salt only, that is, salt made from sea water or brine wells as heretofore. That no Vadagra salt shall be manufactured within his State.

(3) In consideration of His Highness agreeing to give up the manufacture of Vadagra salt at the Kuda works, as permitted by the Agreement of 1883, he will receive from the British Government an annual amount of Rs. 7,000.

(4) That his Administration will be responsible for the observance of the above conditions by all classes of his subjects. That he will prevent to the utmost of his ability the export of salt from Kathiawar by land either into another Foreign State or into British India.

(5) That he will not enlarge or make any material change in the existing salt works or open any new work or salt source in his State, nor permit any salt work or source to be altered, enlarged or opened without the previous consent of the Government of Bombay, obtained through the Political Agent in Kathiawar.

(6) That the salt works and salt deposits within his State shall at all times be open to the inspection of the Political Agent or the Assistant Political Agent, and that full information on all subjects connected with the production and distribution of salt in his State shall be supplied to the above-mentioned officers when required.

DHRANGADRA ;
The 1st August 1900.

Signed in Vernacular,
Raj Saheb of Dhrangadra.

RAJKOT ;
The 7th August 1900.

J. M. HUNTER, *Lieutenant-Colonel,*
Political Agent in Kathiawar.

Approved and confirmed by the Government of India.

SIMLA ;
The 27th September 1900.

W. J. CUNINGHAM,
Secretary to the Government of India,
Foreign Department.

No. XXXII.

AGREEMENT passed by the CHIEFS of WADHWAN, LAKHTAR, BAJANA and PATRI ceding their full CIVIL and CRIMINAL JURISDICTION over the lands occupied by the Bombay, Baroda and Central India Railway,—1874.

We, the undersigned Chiefs, hereby cede to the Government of India all the civil and criminal jurisdiction possessed by us in the portions of our respective territories which have been assigned and made over by us for the purposes of the Kathiawar extension of the Bombay, Baroda and Central India Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to us or our successors respectively when the land is no longer needed for the above purposes.

2. All Railway employés committing offiences cognisable by our jurisdiction beyond the limits of the Railway line shall be apprehended and

dealt with by the constituted authorities in our respective States under the advice of the officers of the Political Agency.

Chief of Wadhwan .
Chief of Lakhtar .
Chief of Bajana .
Chief of Patri .

(*Signed in Vernacular.*)

Dated 16th December 1874.

No. XXXIII.

MEMORANDUM of terms of AGREEMENT for the construction of Railways in Kathiawar by the Administration of the Bhavnagar and Gondal States. Approved by the Government of India in their No. 3172-R., dated 29th July 1879.

1st. The Railway to be built on the metre gauge.

2nd. The Railway to proceed from Bhavnagar—bifurcating into branches to Dhoraji on the west, and Wadhwan on the north. The terminus at Wadhwan to be in the civil station and alongside that of the Baroda Company.

3rd. In the event of a branch Railway from Gogo to any point on the Bhavnagar line being hereafter undertaken by Government, or by a private Company under a Government concession, the loss to the Bhavnagar State from consequent reduction in the revenue derivable from customs duties shall be one of the items to be taken into account in prescribing the conditions on which traffic should be exchanged between the two lines and the rates to be charged for conveyance within Bhavnagar territory.

4th. The Railway to be made from revenue and not from a loan.

5th. A Committee of Management to be appointed at once, to consist of the Political Agent in Kathiawar and a representative of the Bhavnagar and Gondal States respectively.

A General Manager to be appointed, who will also be Engineer-in-Chief of the line. His salary to be paid by the States of Bhavnagar and Gondal in such proportions as may be fixed by Government. He will act professionally under the Consulting Engineer to the Bombay Government, but not independently of the Committee of Management, to whose orders he will, in all other respects, be subject, and to whom all correspondence on professional matters should be submitted, to admit of an expression of the Committee's opinion.

6th. The line to be constructed as a surface line between Umrala and Wadhwan, and only such bridges as are indispensable to be built at once.

7th. In consideration of the British Government having a voice in the management—being allowed to fix a maximun scale of rates and fares, and to have the same privileges in regard to the carriage of troops, mili ary stores, police and mails as they enjoy with respect to the Bombay, Baroda and Central India Railway Company, and the States agreeing to conform to all the requirements of the metre-gauge State Railway system—the Government of India will, on their part, find all the Engineering and Supervising Staff required for the construction of the Railway, including the Stores, Locomotive, Medical and Account Branches, making no charge except for their actual pay while on the works, and will also ask the Secretary of State to send out all stores required ; only levying a commission sufficient to cover the cost of extra establishment that may have to be engaged for the work. The Consulting Engineer to the Government of India will also give his advice and assistance on all matters upon which it may be asked for.

The Bhavnagar Darbar stipulate that the Managing Committee be authorised to modify the regulations drawn up by Government in 1872, for the management of the metre-gauge Railways, so as to make them correspond with the jurisdictional rights of the State.

The Darbar desire that their Agent Mr. Manning's tender for the supply of Railway materials should be accepted by the Secretary of State, if otherwise favourable. It, however, only applies to the time at which it was made.

Also that rates and fares should be levied on mileage, and not at station-to-station rates.

8th. All land to be given free of charge by the States in which it is situated.

9th. Bhavnagar to construct the line to Wadhwan on the north, and as far as Dhasa on the west ; Gondal to complete the line from Dhasa to Dhoraji.

No. XXXIV.

JUNAGARH AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands,—1879.

I hereby cede to the Government of India all the criminal jurisdiction possessed by me in the lands of my territory, which have been permanently assigned and made over by me for the Kathiawar State Railway, this cession of the criminal jurisdiction aforesaid being exercised by the Government of India in the Political Department for so long as the aforesaid lands may be required for that Railway, and being restored to me or my successors respectively when the lands are no longer needed for the Railway.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

Dated at Junagad Palace this Samvat (Vikramajit) 1936, the 12th of Kartik Sud, Tuesday (corresponding with) twenty-fifth day of November of the Christian year one thousand eight hundred and seventy-nine.

(Signed in Persian)
MOHOBATKHANJI,
Nawab, Junagad State.

No. XXXV.

BHAVNAGAR AGREEMENT relating to the CESSION of CRIMINAI JURISDICTION over RAILWAY lands,—1879.

I, the undersigned Maharaja Thakor Saheb of Bhavnagar in Kathiawar, hereby cede to the Government of India (in the Political Department) all the criminal jurisdiction possessed by me in the portions of my territories which have been assigned and made over by me for the purposes of the Kathiawar State Railway, to be exercised by the Government of India, in the Political Department, for so long as the land may be required for the Railway, and to be restored to me or my successors when the land is no longer needed for the above purposes.

It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and generally to the maintenance of peace and order.

(Sd.) TAKHTSINGJI,
Maharaja, Thakor Saheb of Bhavnagar.

Bhavnagar, the 13th December 1879.

No. XXXVI.

GONDAL AGREEMENT relating to the CESSION of CRIMINAL JURISDICTION over RAILWAY lands,—1879.

We, the undersigned Joint Administrators of the Gondal State, on behalf of the minor Thakor Bhagwatsingji, do hereby cede to the Government of India in the Political Department all the criminal jurisdiction possessed by us in the portion of the Gondal State which has been assigned and made over by us for the purposes of the Kathiawar State Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to the Thakor Saheb or his successors when the land is no longer needed for the above purposes.

2. All Railway employés committing offences cognisable by our jurisdiction beyond the limits of the Railway line shall be apprehended and

dealt with by the constituted authorities in the Gondal State under the advice of the officers of the Political Agency.

(Sd.) WILLIAM SCOTT, *Major*,
„ JAYASHANKAR LALSHANKAR,
Joint Administrators of the Gondal State.

RAJKOT,
The 26th September 1879.

Similar agreements have been passed by the Chiefs of—
Wadhwan, Chuda, Kotda Pitha, Vala, Limbdi, Bantwa, Lathi, and Jetpur.

No. XXXVII.

BHAVNAGAR AGREEMENT relating to the CESSION of CIVIL JURISDICTION over RAILWAY LANDS,—1881.

I, the undersigned Maharaja Thakor Saheb of Bhavnagar in Kathiawar, hereby agree that all suits of a civil nature brought against the Bhavnagar-Gondal Railway respecting the loss of or damage to goods, or injury to person within the Railway limits, shall be heard and decided in due course in the Kathiawar Political Agency Courts.

Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary States, and that any decrees that may be passed shall be executed against the Railway property and not against the said proprietary States.

Provided also that all other civil jurisdictions within the limits of those portions of the Railway which pass through my territory shall continue and be exercised as heretofore by this State.

(Sd.) TAKHTSINGJI,
Raja of Bhavnagar.

BHAVNAGAR,
The 23rd August 1881.

No. XXXVIII.

AGREEMENT passed by the NAWAB of JUNAGAD ceding to the BRITISH GOVERNMENT his full CRIMINAL and certain CIVIL JURISDICTION over the JETALSAR-VERAVAL SECTION of the BHAVNAGAR-GONDAL-JUNAGAD-PORBANDAR RAILWAY,—1886.

Agreement passed by His Highness Bahadurkhanji Mohobatkhanji, Nawab of Junagad, on one part, and Lieutenant-Colonel Charles Wodehouse, Acting Political Agent in Kathiawar, representing the British Government, on the other, regarding the cession to the British Government of criminal and certain civil jurisdiction over the lands made over for the purposes of the Junagad extension of the Bhavnagar-Gondal Railway.

Whereas the Nawab of Junagad has undertaken to construct a metre-gauge Railway from the Jetalsar Station of the Bhavnagar-Gondal Railway to Veraval, and whereas for the purposes of the proper administration and management of the affairs of the said Railway it is deemed expedient that criminal and certain civil jurisdiction (saving sovereignty rights) over the lands lying within His Highness's territory which are traversed by the Railway should be ceded to the Government of India in the Political Department, His Highness the Nawab Bahadurkhanji Mohobatkhanji, of Junagad, for himself, his heirs and successors, hereby cedes to the Government of India in the Political Department all the criminal jurisdiction (saving sovereignty rights) possessed by him in the portions of his territories which have been assigned and made over by him for the purposes of the Junagad State Railway, to be exercised by the Government of India in the Political Department for so long as the land may be required for the Railway, and to be restored to him or his heirs and successors when the land is no longer needed for the above purposes.

2. It is to be understood that the authorities exercising the jurisdiction ceded as aforesaid will liberally afford to the servants of his State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and generally to the maintenance of peace and order.

3. His Highness the Nawab Bahadurkhanji Mohobatkhanji, of Junagad, also agrees that all suits of a civil nature brought against the Junagad State Railway respecting the loss of or damage to goods or injury to person within the Railway limits, and cases of a civil nature arising out of the application of the Railway Act over the said limits, shall be heard and decided in due course in the Kathiawar Political Agency Courts.

4. Provided always that the Railway Manager shall represent the Railway in such suits and not the proprietary State of Junagad, and that any decrees that may be passed shall be executed against the Railway property and not against the proprietary State of Junagad.

5. Provided also that all other civil jurisdiction within the limits of the said Junagad Railway shall continue and be exercised as heretofore by the Junagad State.

6. His Highness the Nawab Bahadurkhanji Mohobatkhanji of Junagad distinctly wishes it to be understood that the cession of jurisdiction hereby made is "subject to the proviso," that the cession above agreed to shall not be a bar to the Junagad Darbar being held entitled to the benefits of any orders, general or special, that may be passed by the Government of India with regard to Railway jurisdiction in Native States similarly circumstanced.

JUNAGAD PALACE,
The 31st October 1886.

(Sd.) BAHADURKHAN,
Nawab of Junagad.

RAJKOT,
The 13th November 1886.

(Sd.) C. WODEHOUSE, *Colonel,*
Acting Political Agent.

No. XXXIX.

From The THAKOR SAHEB of GONDAL, to COLONEL C. WODEHOUSE, C.I.E., POLITICAL AGENT in KATHIAWAR, No. 374, DATED GONDAL, the 14th December 1887.

Agreeably to your letter No. 4435, dated 8th instant, I have the honour to state that I hereby agree to cede to the British Government the full criminal and certain civil jurisdiction, save Sovereign rights, over the lands in my territory occupied by the Junagadh Extension of the Bhavnagar-Gondal Railway, and over any additions that may hereafter be made to the said Railway.

The extent of the cession of civil jurisdiction will be the same as that defined in the agreement taken from the Junagadh State in connection with this matter.

No. XL.

To

A. D. YOUNGHUSBAND, ESQ.,
Acting First Assistant Political Agent,
in charge Jhalawad Prant.

With reference to your letter No. 1318 of 1886, dated 23rd December 1886, I, Thakor Sahib Balsingji Chandrasingji of Wadhwan, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

CAMP DHORAJI,
Dated the 24th March 1887.

(Sd.) BALSINGJI,
Thakor Sahib of Wadhwan.

To

A. D. YOUNGHUSBAND, ESQ.,
Acting First Assistant Political Agent.

With reference to your letter No. 1321, dated 23rd December 1886, I, Sartansingji, Chief of Muli State, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway, in my territory including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

Dated the 15th February 1887.

(*In vernacular.*)
Signature.

To

A. D. YOUNGHUSBAND, ESQ.,
Acting First Assistant Political Agent.

With reference to your letter No. 1319 of 1886, dated 23rd December 1886, I, Vakhatsingji, Chief of Sayla, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

Dated the 19th February 1887. (*Signature in vernacular.*)

Thakor of Sayla.

To

A. D. YOUNGHUSBAND, ESQ.,
Acting First Assistant Political Agent.

With reference to your letter No. 1320 of 1886-87, dated 23rd December 1886, I, Karansingji, Chief of Than Lakhtar, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government.

Dated the 18th February 1887. (*In vernacular.*)

Signature of the Chief of Than Lakhtar.

To

A. D. YOUNGHUSBAND, ESQ., C.S.,
Acting First Assistant Political Agent,
Prant, Jhallawad.

With reference to your letter No. 1317 of 1886-87, dated 23rd December 1886, I, Ganpatrao Narayen Laud, State Karbhari of Wankaner, beg to state that I agree on behalf of the Wankaner State to cede the full criminal and civil jurisdiction possessed by that State over the lands taken up for the Morvi State Railway in Wankaner territory, including those occupied for stations and buildings, and for other purposes connected with the said Railway, to the British Government, so long as the Morvi State Railway passes over the said land within Wankaner territory.

(Sd.) GANPATRAO N. LAUD,

Dated 5th January 1887. *State Karbhari. Wankaner.*

With reference to your endorsement No. 1171, dated 23rd December 1886, passed on No. 4394 of 21st idem, to your address, from the Political Agent, I, Thakore Shri Waghji, Chief of Morvi, beg to state that I agree to cede the full criminal and civil jurisdiction possessed by me over the lands taken up for the Morvi State Railway in my territory, including those occupied for stations, out-buildings, and for other purposes connected with the said Railway and actually within its defined limits, to the British Government.

(Sd.) THAKORE SHRI WAGHJI,
Thakore Saheb of Morvi.

Morvi, 6th January 1887.

No. 22 of 1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,
Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of minor Raj Sahib Amarsinghji and his successors, to delegate to the British Government full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Wankaner State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,
(Sd.) GANPATRAO N. LAUD,
State Karbhari in charge of Wankaner State on behalf of minor Raj Sahib Amarsinghji Banisinghji.

Dated 14th February 1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,
Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Dhrol State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,
(*Signed in vernacular.*)
Thakor Saheb of Dhrol.

MAHAL SARAPDAD,
Dated 10th February 1888.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,
Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Kotharia Taluka which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,
(*Signed in vernacular.*)
Talukdar of Kotharia.

(*Dated in vernacular.*)

To

COLONEL CHARLES WODEHOUSE, C.I.E.,
Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Gavridad Taluka which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,
(*Signed in vernacular.*)
Talukdar of Gavridad.

Dated 5th March 1888.

No. 32 of 1887-88.

To

COLONEL CHARLES WODEHOUSE, C.I.E.,
Political Agent, Kathiawar.

SIR,—In the event of the Morvi Railway being extended to Rajkot, I agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over any lands in the territory of the Rajkot State which may be occupied by such extension, and over any additions that may hereafter be made to the line in the said territory.

I have the honour to be, etc.,
(Sd.) BAWAJI M.,
Thakor Saheb of Rajkot.

Dated 25th February 1888.

No. XLI.

AGREEMENT entered into by the THAKOR SAHEB of WADHWAN regarding the cession of JURISDICTION over that portion of the MORVI RAILWAY which lies within the WADHWAN STATE,—1905.

I, Thakor Saheb Balsinghji Chandrasinghji of Wadhwan State, hereby cede to British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are or may hereafter be, occupied by the Morvi metre-gauge Railway (including all lands occupied for stations, for outbuildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

(Sd.) BALSINGHJI,
Thakor Saheb, Wadhwan State.

WADHWAN CITY, THE PALACE ;
The 11th February 1905.

AGREEMENT entered into by the THAKOR of MULI regarding the cession of JURISDICTION over that portion of the MORVI RAILWAY which lies in the MULI STATE,—1905.

I, Parmar Himatsinghji, Thakor of Muli, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are or may hereafter be occupied by the Morvi metre-gauge Railway (including all lands occupied for stations, for outbuildings and for all other railway purposes), and over all persons and things whatsoever within the said lands.

(Sd.) HIMATSINGHJI,
Thakor of Muli.

MULI ;
The 14th February 1905.

AGREEMENT entered into by the THAKOR SAHEB of SAYLA regarding the cession of JURISDICTION on that portion of the MORVI RAILWAY which lies within the SAYLA STATE,—1905.

I, Thakor Saheb of Sayla, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are or may hereafter be occupied by the Morvi metre-gauge

Railway (including all lands occupied for stations, for outbuildings and for other railway purposes), and over all persons and things, whatsoever within the said lands.

(Sd.) IN VERNACULAR.
THAKOR SREE VAKHATSINGHJI,
Thakor Saheb of Sayla.

The 12th February 1905.

AGREEMENT entered into by the CHIEF of DHRANGADHRA regarding the cession of JURISDICTION on that portion of the MORVI RAILWAY which lies within the DHRANGADHRA STATE,—1905.

I, Ajitsinghji Jaswatsinghji, Raj Saheb of Dhrangadhra State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are or may hereafter be occupied by the Morvi metre-gauge Railway (including all lands occupied for stations, outbuildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

(Sd.) M. R. AJITSINGHJI JASWATSINGHJI,
Raj Saheb of Dhrangadhra.

CAMP HALWAD ;
The 8th April 1905.

AGREEMENT entered into by the CHIEF of THAN, LAKHTAR, regarding the cession of JURISDICTION on that portion of the MORVI RAILWAY which lies within the LAKHTAR STATE,—1905.

In supersession of the previous agreement in connection with the Wadhwan-Rajkot metre-gauge Railway, I, Thakor Shri Karansinghji, Chief of Than, Lakhtar State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State, which are or may hereafter be occupied by the Morvi metre-gauge Railway (including all lands occupied for stations, for outbuildings and for other railway purposes), and over all persons and things whatsoever within the said lands.

(Sd.) IN VERNACULAR.
Chief of Than, Lakhtar State.

The 14th March 1905.

No. XLII.

AGREEMENT passed by the JAM SAHEB of NAVANAGAR ceding his full CRIMINAL AND CIVIL JURISDICTION to the BRITISH GOVERNMENT over the lands occupied by the DHORAJI-PORBANDAR SECTION of the BHAVNAGAR-GONDAL-JUNAGAD-PORBANDAR RAILWAY,—1887.

FROM

HIS HIGHNESS JAM SHRI VIBHAJI, K.C.S.I.,
Jam Saheb of Navanagar,

To

COLONEL CHARLES WODEHOUSE, C.I.E.,
Political Agent, Kathiawar.

SIR,—Agreeably to your letter No. 4209, dated the 24th instant, I have the honour to state that I hereby agree, on behalf of myself and my successors, to delegate to the British Government my full civil and criminal jurisdiction short of sovereign rights over the proposed Railway line between Dhoraji and Porbandar and over any additions that may hereafter be made to the line in my territory.

I am,
Your sincere friend,
(Sd.) (*In vernacular*)
Jam Saheb of Navanagar.

NAVANAGAR,
The 27th November 1887.

Agreements to the above effect were passed by the Chief of Gondal on the 14th December 1887, and by the Administrator of the Porbandar State on the 25th November 1887.

No. XLIII.

AGREEMENTS relating to the CESSION of full CIVIL and CRIMINAL JURISDICTION over the LANDS taken up by the JETALSAR-RAJKOT RAILWAY,—1892.

To,

The POLITICAL AGENT,
Kathiawar.

Junagadh, 9th April 1892.

My dear Sir,

In reply to your letter No. 524 of the 29th March 1892, I have the honour to state that I shall be prepared to assign to the Jetalsar-Rajkot

Railway the lands that may be required for the purposes of that Railway, including Stations and out-houses and any additional lands that may, with the consent of the State, be hereafter required *bonâ fide* for the purposes aforesaid.

I hereby further agree to delegate the full civil and criminal jurisdiction, short of sovereign rights, over the said lands to the British Government in the Political Department for the term of their occupation by the said Railway for the purposes thereof.

This cession is made without prejudice to the agreement already passed by this State in connection with other Railways.

I remain, &c.,

(Signed) HARIDAS VIHARIDAS,
Diwan of Junagadh.

To,

The POLITICAL AGENT,
Kathiawar.

SIR,

I, on behalf of the Gondal State, have the honour to inform you that, whenever called upon to do so, I shall be prepared to assign to the Jetalsar-Rajkot Railway the lands that may be required for the purposes of that Railway including Stations and out-houses and any additional lands that may hereafter be required *bonâ fide* to be occupied by the said Railway for such purposes.

I hereby further agree to delegate to the British Government in the Political Department the full civil and criminal jurisdiction, short of sovereign rights, over the said lands for the term of their occupation by the said Railway for the purposes thereof.

I have, &c.,

(Signed) BEZONJI MERWANJI,
Diwan in charge Gondal State.

Dated Gondal, 18th April 1892.

Camp Jetpur, dated 20th May 1892.

To,

Major F. W. SNELL,
Assistant Political Agent,
Sorath Prant.

Dear Sir,

In reply to your vernacular letter No. 50 of the 12th April 1892, we have the pleasure to inform you that, whenever called upon to do so,

we will be prepared to assign and cede to the British Government the lands that may be required for the purposes of the line of Railway from Jetalsar to Rajkot, including Stations and out-houses and any additional lands that may hereafter be required *bonâ fide* for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon.

We remain, &c.,

(Signed) EDULJEE DOSABHAI,
Manager, Wadia State.

(Signed) VALA ALA BHIMA,
in the handwriting of Chhelshanker Umiashanker.

(Signed) VALA RUKHAD GORKHA.

(Signed) EDULJEE DOSABHAI,
Manager, Wadia State, on behalf of Vala Bava Jivna, heir to the estate of the late Vala Ram Samat.

(Signed) VALA DESA BHIMA,
in the handwriting of Krishnalal Ramji.

(Signed) VALA KALA BHAN,
in the handwriting of Harishanker, his Kamdar.

Similar letters have been signed by the undermentioned Talukdars on the dates specified opposite their respective names:—

Wala Surag Ganga, shareholder of Jetpur	14th April 1892.
Motichand Talsi, Rajkot Karbhari on behalf of the Rajkot State .	16th April 1892.
Vala Naja Kala, shareholder of Jetpur-Bilkha . . .	6th December 1892.
Umiashanker Jivanram, Manager on behalf of Kotda Sangani .	8th December 1892.
Shivsingji, Talukdar of Gadhka .	25th December 1892.
Bhupatsingji, Shahpur Talukdar .	26th December 1892.
Jadeja Suraji, Thakor of Virpur .	10th January 1893.
Jadeja Jethiji, Talukdar of Kotharia	10th January 1893.

No. XLIV.

AGREEMENTS relating to the CESSION of full CIVIL and CRIMINAL JURISDICTION over the lands taken up by the NAVANAGAR RAILWAY,—1894.

To,

The POLITICAL AGENT,
Kathiawar.

Jamnagar, 16th September 1894.

Sir,

I, Jam Shri Vibhaji, have the honour to inform you that, whenever called upon to do so, I shall be prepared to assign to the Jamnagar-Rajkot Railway, the lands that may be required for the purposes of that Railway, including Stations and out-houses and any additional lands that may hereafter be required *bonâ fide* to be occupied by the said Railway for such purposes. I hereby further agree to delegate to the British Government in the Political Department the full civil and criminal jurisdiction, short of sovereign rights, over the said lands, for the term of their occupation by the said Railway, for the purposes thereof.

(Sd.) IN VERNACULAR.

Jam Saheb of Navanagar.

No. 10 of 1894-95.

From,

The THAKOR SAHEB of DHROL,

To,

Colonel G. E. HANCOCK,
Political Agent, Kathiawar.

Dhrol, dated 1st August 1894.

Sir,

I, on behalf of the Dhrol State, have the pleasure to inform you that, whenever called upon to do so, I will be prepared to assign and cede to the British Government, the land that may be required for the purposes of the Jamnagar Railway including stations and out-houses and any additional lands that may hereafter be required *bonâ fide* for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon.

I have also the honour to state that if any of the lands of the villages under the revenue enjoyment of the Bhayats of this State may be occupied in the line my State of Dhrol is not responsible to pay compensation of such lands to the Bhayats and on that understanding this agreement is given.

I have the honour to be,

Sir,

Your sincere friend.

(Sd.) IN VERNACULAR,

Thakor Saheb of Dhrol.

NO. 219 OF 1894-95.

To,

Colonel G. E. HANCOCK,
Political Agent, Kathiawar.

SIR,

I, on behalf of the Rajkot State, have the pleasure to inform you that whenever called upon to do so I will be prepared to assign and cede to the British Government, the lands that may be required for the purposes of the Jamnagar Railway including stations and out-houses and any additional lands that may hereafter be required *bonâ fide* for such purposes to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full Civil and Criminal jurisdiction thereon.

I have the honour to be,

Sir,

Your most obedient servant,

Signed MOTICHAND TULSI,

State Karbhari, Rajkot.

Rajkot, 30th July 1894.

To,

The POLITICAL AGENT,
Kathiawar.

SIR,

I, on behalf of the Jalia Taluka, have the honour to inform you that, whenever called upon to do so, I shall be prepared to assign to the Jamnagar-Rajkot Railway the lands that may be required for the purposes of that Railway, including stations and out-houses and any additional lands that may hereafter be required *bonâ fide* to be occupied by the said Railway for such purposes, on condition of restoring those lands or any portion of them to the Jalia Taluka when they become of no use to the said Railway.

I hereby further agree to delegate to the British Government in the Political Department the full civil and criminal jurisdiction, short of sovereign rights, over the said lands for the term of their occupation by the said Railway for the purposes thereof. I shall not be liable to pay any compensation to my Bhayats, etc., for their lands that will be occupied for the purposes of the said Railway but the proprietor of the Railway will have to pay it

I beg to remain,

Sir,

Your most obedient servant,

(Sd.) IN VERNACULAR,

Karbhari Jalia-Dewani Taluka
and in charge of the Taluka.

Jalia, 10th October 1894.

From,

The TALUKDAR of Pal,

To,

Colonel G. E. HANCOCK,
Political Agent, Kathiawar.

SIR,

I, on behalf of the Pal Taluka, have the pleasure to inform you that, whenever called upon to do so, I will be prepared to assign and cede to the British Government the land that may be required for the purposes of the Jamnagar Railway including stations and out-houses and any additional

lands that may hereafter be required *bonâ fide* for such purposes, to be occupied and administered by that Government for the term of their occupation for the purposes of the Railway, together with full civil and criminal jurisdiction thereon. I have also the honour to state that any of the lands of the villages under the revenue enjoyment of the Bhayats of this Taluka may be occupied in the line. My Taluka of Pal is not responsible to pay compensation of such lands to the Bhayats, and on that understanding this agreement is given.

I have the honour to be,

Sir,

Your most obedient servant,

(Sd.) IN VERNACULAR,

Talukdar of Pal.

15th October 1894.

No. XLV.

AGREEMENTS relating to the CESSION of full CIVIL and CRIMINAL JURISDICTION over the lands taken up by the DHRANGADHRA RAILWAY,—1899.

The Palace Dhrangadhra,

25th December 1899.

I, Mansinghji Ranmalsinghji, Raj Saheb of Dhrangadhra hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are or may hereafter be occupied by the Dhrangadhra Railway (including all lands occupied for stations, for outbuildings and for other Railway purposes) and over all persons and things whatsoever within the said lands.

(Sd.) IN VERNACULAR,

Raj Saheb of Dhrangadhra.

I, Thakor Saheb Balsingji Chandrasingji of Wadhwan State, hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are or may hereafter be occupied by the Dhrangadhra State Railway (including all lands occupied for stations, for out-buildings and for other Railway purposes) and over all persons and things whatsoever within the said lands.

(Sd.) BALSINGHJI,

Thakore Saheb, Wadhwan State.

Wadhwan City, the Palace,

Dated 23rd December 1899.

No. XLVI.

1821.

1230.
Akbar Shah
Badshah Ghazee's
Servant Sher
Khan Bahadoor
Babee.

To Shree Sircar Honourable Company Bahadoor writes Nawab Bahadoor Khan (of Joonagurh) that a right called Joretulubee (forced collection) leviable by moolookgeeree every year from Hallar, Kattywar (Proper), Gohelwar, and Jhalawar pertains to me. At the time Colonel Walker was carrying out the settlement of the province I passed a writing to government, agreeing that those States or talookas who might adjust the demand against them through government should be charged accordingly. I also hereby submit to government that I am desirous of having a settlement made of the Joretulubee, and the amount recovered every year from Sumwut 1878 (A.D. 1821-22) in perpetuity according to the government's wish, and that of the sum realized every year on account of the Joretulubee four annas per Rupee should be received by government as charges on account of horsemen, footmen, etc., and the remainder paid to me. I pass this agreement.

Dated Sumwut 1878, Maha Soodh 10th (1st February 1821).

Mooruttub
Shood
or
Finis.

No. XLVII.

TRANSLATION of an AGREEMENT executed by HAMED KHAN BAHADOOR, renouncing in future PIRACY and all RIGHT to WRECKS.

Be it known to all that I, Hamed Khan Bahadoor Babee Fidwee Shah Alum Badshah Ghazee, Governor of the city of Joonagurh, in order to afford the fullest testimony of respect and attachment to the Honourable Company,

do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement concluded by me and by Major Alexander Walker, Resident, on the part of the Honourable Company :—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel or trade by sea, I, Hamed Khan Bahadoor, on my own part, and on the part of my heirs and successors, do in like manner engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports ; and should any one being rebel against my government, and living in another country, enter mine and plunder any one, I will point out the residence of that thief.

I, Hamed Khan Bahadoor, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner, capable of proving his right, may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purposes of carrying on freely trade and commerce ; and those merchants and traders who are subject to my authority shall in like manner be allowed to visit and to trade in the harbours of the Honourable Company.

I have agreed to these Articles that no cause of misunderstanding or dispute may exist between me and the Honourable Company.

Without date.

The Seal of Hamed Khan Bahadoor.

No. XLVIII.

TRANSLATION of the annexed PAPER, *viz.*, to the HONOURABLE the ENGLISH EAST INDIA COMPANY from NAWAB SHREE BAHADOOR KHAN BAHADOOR BABEE of the TALOOKA of JOONAGURH,—1816-17.

To wit,—the Jemadar Oomur and other Arab Sebundy having become headstrong I addressed a petition to the (said) Sircar, and in its favour a

force was deputed, and all the arrangements required have been carried into effect in the most effectual manner by Captain Ballantine, and (whereupon) I do in my own pleasure enter into certain engagements with the (said) Sircar as in the following Articles :—

ARTICLE 1.

The Sircar's force having come to my aid, every arrangement was thereby effected to the utmost of my satisfaction and wishes, and the said Captain (Ballantine) shall address the Governor in Council in Bombay on the sum to be obtained on account of the expenses of the force, when, agreeable to the orders of the Sircar, whatever sum is fixed on in due faith shall be paid.

ARTICLE 2.

And the payment of the above sum of expenses on account of the force shall be made available from the sum of recoveries on account of my moolookgeeree dues, to be made by him (the said Captain Ballantine) on the part of the Honourable Company, to commence from Sumwut 1873, A.D. 1816-17, and agreeable to the instalments to be agreed on.

ARTICLE 3.

My moolookgeeree circuit (or forceable collection) to be realised yearly, and in perpetuity, by the Honourable Company, on which duty let my agent be present, and when occasion shall require, a force shall be supplied from my Sircar.

ARTICLE 4.

From the pergunnahs of Dundooka, Ranpore, and Gogo, etc., situated in the Honourable Company's talooka, and from the first period of becoming so they have been subject to a yearly jummabundee to my Sircar ; the same is therefore from that date and for ever, on the score of friendship, hereby annulled.

ARTICLE 5.

And whereas for the expenses of an Agency one lakh of corries shall yearly and for ever be paid, and in behalf thereof, Jaitpore (is ceded) as a residence, in which I have a share with the Balooches, besides my share also of the ten following villages belonging to this pergunnah, and whose respective products, according to the realisations made by me, are all and severally hereby and for ever made over ; do you therefore credit the same sum, *viz.*, yearly corries (as heretofore realised) 37,000 so ceded, and besides which, to make up the sum of corries one lakh, leaves a balance of sixty-three thousand (63,000) to be made good yearly from the receipts of

my moolookgeeree collections. The following are the ten Jaitpore villages, *viz.* :—

My share and the Balooches,' both of Jaitpore—

Each ½ of Sumundey Alloo.
Do. ½ of Akaloo.
Do. ½ of Dadevever.
Do. ½ of Khiresroo.
Do. ½ of Sanklie.
Do. ½ of Mohunpore.
Do. ½ of Daridee.
Do. ½ both of shares Belooches of Goondaloo.
Do. ½ of Sirdarpore.
Do. ½ of Peeplayoo.

ARTICLE 6.

And (whereas) Arabs hitherto employed are not to be employed again, but when the Jemadar Oomur was headstrong, at that time Jemadar Hyhcha did me great service, on which occasion I gave him my lasting assurance of employment ; but at present as the subject has become matter of particular interest with the Sircar, the said Jemadar shall, in the course of twelve months, be dismissed, and should the Arabs, within the specified period, commit any fault, I hold myself responsible for the same.

ARTICLE 7.

And (whereas) the aforegoing engagements have been entered into with the (Company's) Sircar ; let the same be duly acted up to, and to the end of giving due effect to these friendly relations, I have, as well as Captain Ballantine, rendered to each other reciprocal assurance and satisfaction.

Done in the year 1872, A.D. 1816 and 1817, Waishack Soodh, May 5th or 4th of the month of Jemadi Sani Sun, 1831 Hegira.

SUNNUD from the NAWAB of JOONAGURH, ceding certain REVENUES to the HONOURABLE COMPANY.

Large Seal of the Nawab of Joonagurh.

In the 4th Article of the Agreement which I formerly executed in writing to government (dated the 2nd May 1816), the revenues (jumma-

bundee) which I used annually to derive from Dundooka, Ranpore, and Gogo were given up in perpetuity to government, as a mark of friendship, from the date on which the Honourable Company exercised jurisdiction thereon, to which effect a written instrument was executed through the intervention of Captain Ballantine; but as Dollerah was not specified therein, I have now, at the suggestion of the same officer, in compliance with the wishes of Government, likewise ceded to Government in a friendly manner the revenues accruing to me from the said village.

Dated the 12th of Choitro Vud, Sumwat 1872, corresponding with the 13th April 1817.

Small Seal of the Nawab.

No. XLIX.

ENGAGEMENT entered into on the 3rd January 1838 by the NAWAB of JOONAGURH for the SUPPRESSION of SUTTEE within his JURISDICTION.

After compliments.—The cause of writing to you is this. A certain Bhattianee having arrived from Bombay and committed suttee at Pragrye, and the Sircar having issued orders preventive of such a practice, a mohsul is upon me in order to make me answerable; and the particulars of this subject (the suttee) having been reported to government, and it having been considered as a first instance of the kind, for which reason I have been pardoned, I give this writing to the effect that from henceforward such measures in the talooka will be taken so that no person will be allowed to become suttee in future. But if such should hereafter occur, I am responsible to any extent the Sircar may pronounce against me.

Seal of the Nawab.

A similar engagement was made with the Sidi of Jafarabad.

No. L.

TRANSLATION of a YAD from HIS HIGHNESS the NAWAB of JOONAGURH to A. MALET, ESQ., POLITICAL AGENT in KATTYWAR, dated the 19th March 1846.

Your letter and His Highness the Guikwar's agreement of the 19th Shuval have been received. His Highness the Rao (of Kutch) made an arrangement relative to the customs on boats, and you on the above-mentioned Yad wrote your order, requiring me to make a similar engagement.

My reply is, that according to the copies which you sent here, I have sent copies of them to all my Bunders, Verawul, Mangrol, etc., with orders to abide by it.

Dated Sumwut 1902, Falgoon Vud 7th (March 19th A.D. 1846).

No. LI.

TRANSLATION of a YAD from the THAKOOR of BHOWNUGGUR to MAJOR W. LANG, POLITICAL AGENT in KATTYWAR, dated the 20th December 1849.

Arrangements having been formerly made for not levying the customs on vessels driven to and detained in any port on account of stress of weather or for any other similar reason while going from Bombay to Kurrachee or any other Bunder, and *vice versâ*, I wrote to you on the subject; but I now beg to add that, according to the said arrangements, I shall not collect the sea customs on vessels belonging to the Sircar and to the different ports in Kattywar that may happen to come to my Bunders on account of stress of weather; but His Highness the Rao of Kutch having only agreed to exempt vessels belonging to Kurrachee and Bombay from the payment of these customs, and not those belonging to other ports, I shall be obliged to pay to him the duty on such vessels of my Bunders as may be driven into ports belonging to Kutch by stress of weather, and for this reason I shall also levy the same on vessels of Kutch agreeably to my ancient custom.

Dated Sumwut 1906, Pous Soodh 6th, corresponding with the 20th December A.D. 1849.

Written by Suwall Lall Shamjee.

MEMORANDUM.

Similar engagements to the foregoing were entered into by the following additional Chiefs on the undermentioned dates:—

His Highness the Jam of Nawanagar	On the 20th December 1849.
" " Nawab of Junagarh	
The Rana of Porbandar	
The Seedee of Jafarabad	On the 30th December 1849.

No. LII.

ADOPTION SUNNUD GRANTED TO THE NAWAB OF JOONAGURH,—1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

Dated the 11th March 1862. (Sd.) CANNING.

No. LIII.

AGREEMENT between HIS HIGHNESS MOHOBATKHAN, NAWAB of JUNAGAD, and MAJOR RICHARD HARTE KEATINGE, V.C., POLITICAL AGENT in KATHIAWAR,—1865.

1. His Highness willingly assigns to the officers of the Government of Bombay in perpetuity the half share of the village of Manekvada hitherto in possession of Babi Nizam Mahmadkhan, of kasba Ranpor, for the purpose of establishing a British station.

2. As this transfer will occasion loss to the Babi aforesaid a remission of two thousand rupees (Rs. 2,000*) from the annual tribute payable by the State of Junagad to the British Government will be made in perpetuity to reimburse him.

3. The half share of Junagad in the village of Manekvada is made over in full sovereignty to the British Government. No person has any right of tenancy or cultivation in it, and no village servant, Pasaeta or Jivaidar, has any claim to land.

4. No right of grazing cattle or of making use of any Junagad land outside the limits of Manekvada is to be claimed by the British authorities.

5. It is understood by both parties that the establishment of this station is not to affect the civil or criminal jurisdiction of His Highness the Nawab in the adjoining villages; any matter of which the cause of action has occurred in the station is to be investigated by the officers of the

Subsequent to the passing of this agreement a difference having been found in the measurement of the land ceded, His Highness the Nawab of Junagad agreed to receive Rs. 1,500, instead of Rs. 2,000, as the annual compensation or rent, as per Yad dated 26th July 1865.

Government, and cases that arise from transactions in the Nawab's villages are to be settled by the Junagad officials.

6. Inhabitants of the Nawab's country, who may live in the station or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which they are concerned in which the cause of action has arisen in Junagad limits.

7. Two sites of not less than 50 yards square are to be assigned to the Junagad authorities in favourable positions for the construction of houses and offices. They are to be given free of cost, and not subject to rent or land tax of any sort.

8. The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisition for the service of artizans in the neighbouring villages.

In time of necessity carriage must, however, be furnished by the Nawab's officers according to the same scale that may be demanded from other tributary States.

9. In case Government should at any time abandon the station, the land must be returned to the Junagad State, not to any other taluka, and the yearly remission of two thousand rupees (Rs. 2,000*) must cease, but under such circumstances no claim is to be made for the value of the buildings constructed upon the land.

(Signed in vernacular.)
Nawab of Junagad.

RAJKOT,
The 29th May 1865.

(Sd.) R. H. KEATINGE,
Political Agent.

NO. LIV.

AGREEMENT entered into by the JOONAGURH Durbar for the construction of a TELEGRAPH LINE,—1874.

Whereas the State of Joonagurh is desirous of having a line of telegraph constructed from Dhorajee to Joonagurh, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Colonel William Warden Anderson, Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by His Highness Sir Mohobat Khanjee, K.C.S.I., Nawab of Joonagurh:—

1. The British Government agrees to construct for the Joonagurh State a line of telegraph, consisting of one wire, to be carried on standards to be

* Subsequent to the passing of this agreement a difference having been found in the measurement of the land ceded, His Highness the Nawab of Junagad agreed to receive Rs. 1,500, instead of Rs. 2,000, as the annual compensation or rent, as per Yad dated 26th July 1865.

erected between Dhorajee and Joonagurh, at a cost of Rupees (14,000) fourteen thousand, more or less, and the State of Joonagurh agrees to pay to the British Government the cost of the line as the money may be required.

2. The receipts obtained by the opening of the Joonagurh Telegraph Office shall belong exclusively to the British Government, who shall defray the entire cost of repairing, maintaining, and working the telegraph line between Dhorajee and Joonagurh; but when the receipts of the office fall short of the cost of repairs, maintenance, and working, the State of Joonagurh agrees to make good the deficiency ; should there, on the other hand, be a surplus left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Joonagurh.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Joonagurh State on terms and conditions to be agreed upon at the time between the Joonagurh State and the Government of India.

4. The line shall be called " The Joonagurh Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up the materials of which it is composed shall become the property of the Joonagurh State.

5. The accounts of the telegraph line shall be rendered yearly to the State of Joonagurh, and the balance shall be adjusted without delay.

6. The State of Joonagurh agrees to apply to the Joonagurh Telegraph line the provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to the telegraphs.

7. The State of Joonagurh agrees to apply to the Joonagurh Telegraph line any rules or regulations that are now or may hereafter be made applicable to the lines of telegraph in British India. The British Government will undertake to furnish the Joonagurh State with accurate translation of such Acts, Rules, and Regulations.

8. The State of Joonagurh agrees that the Joonagurh Telegraph line shall be opened to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(Sd.) W. W. ANDERSON, *Colonel,*
Political Agent, Kathiawar.

Signed in Native character, *i.e.,*
(Sd.) SIR MOHOBAT KHANJEE, K.C.S.I.,
Nawab Saheb of Joonagurh

The 20th July 1874.

No. LV.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS THE NAWAB of JUNAGADH for the introduction of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of HIS IMPERIAL SERVICE TROOPS when serving beyond the FRONTIERS of HIS STATE, —1899.

Whereas His Highness Nawab Sir Rasul Khanji Mahabat Khanji, K.C.S.I., of Junagadh, maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Junagadh State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness Nawab Sir Rasul Khanji Mahabat Khanji, K.C.S.I., of Junagadh, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Junagadh State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Nawab or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness Nawab Sir Rasul Khanji Mahabat Khanji, K.C.S.I., of Junagadh, has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the

provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or force aforesaid.

DATED JUNAGADH;
The 23rd July 1899.

Seal of the State.

(Sd.) RASUL KHANJI,
Nawab of Junagadh.

(Sd.) J. M. HUNTER, *Colonel,*
Political Agent, Kathiawar.

Approved and confirmed by the Government of India.

By order,

SIMLA;
The 7th May 1901.

H. S. BARNES,
Secretary to the Government of India, Foreign Department.

No. LVI.

TRANSLATION of an AGREEMENT executed by JAM JUSSAJEE of NOWANUGGUR renouncing in future PIRACY and all RIGHT to WRECKS,—1808.

Be it known to all that I, Jam Jussajee, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind myself, my heirs and successors, to observe the following Articles of Agreement concluded by me on my part, and by Major Alexander Walker on the part of the Honourable Company:—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, I, Jam Jussajee of Nowanuggur, do in like manner for myself, my heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person living under my authority, or subject to my control, nor shall those who follow the profession of piracy receive protection or assistance in my ports. I, Jam Jussajee, do also bind myself to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to vessels in distress, and renounce all claim to wrecks, to which an owner capable of proving his right may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into my ports for the purposes of carrying on freely trade and

commerce; and those merchants and traders who are subject to my authority shall in like manner be allowed to visit and to trade in the countries and harbours of the Honourable Company.

Dated Pous Vud 30th Sumwut 1864, or 27th January A. D. 1808.

(Sd.) RUDRAJEE RUGOONATHJEE,
for JAM JUSSAJEE.

A precisely similar engagement was taken from Khowas Suggaram and Pragjee of Joriabundar.

No. LVII.

MEMORANDUM of ARTICLES, acquiescence in which was demanded from the JAM of NOWANUGGUR on the 23rd February 1812, and which was unreservedly given by that CHIEF on the same day.

ARTICLE 1.

The pecuniary demands of His Highness Mirza Rao Roydhun, of Kutch, must be answered according to an equitable decision.

ARTICLE 2.

The whole of the pôrt of Suryah, with its original boundaries, must be given up to the Guikwar Government; the produce, whatever it is found to be, will be included in a lakh of Rupees, to be added to your annual tribute. The revenue derivable by Khumbalia to be still realised upon the merchants of that place as formerly, and also upon goods sold by the Suryah people in Khumbalia.

ARTICLE 3.

The fort of Morpore must be destroyed.

ARTICLE 4.

The Arab foreign sebundy must be discharged, and only 300 of the oldest servants retained.

ARTICLE 5.

As security for the Kutch corries and for the discharge of the sebundy, and their never being re-entertained, Fukeer Mahomed and Kurreem Shah, the principal Sirdars, must be securities. Should there ever be occasion to entertain sebundy the permission of Government must be obtained.

ARTICLE 6.

For the expense of the army 15 lakhs of corries are requisite.

ARTICLE 7.

The people who killed a British officer at Gope to be given up without reserve; and the gun and horse carried away to be restored.

ARTICLE 8.

A fine of Rupees 5,000 to be paid for a breach of the infanticide engagements, and Bhat Charun security given to prevent infanticide in Nuggur and its dependencies.

ARTICLE 9.

The pergunnah of Surufdar must be returned to the Dherol family when the Company's Bahandary has expired ; security given to this effect.

ARTICLE 10.

The Giras of any Girassia that may have been bought or forced from the owner without the permission of government since the year 1864 (A.D. 1807) to be returned.

ARTICLE 11.

The pergunnah of Rampore, fort and town, in all twelve villages, must be given to Koonwur Sutajee, and the jummabundee payable to government to be decided by the Guikwar. The expense attendant on Sutajee seeking the Guikwar's protection, reckoned at Rupees 8,000, with any property of Sutajee's mother in the Jam's possession, to be returned upon oath ; also Koonwur Sutajee's property which may have been kept.

ARTICLE 12.

The nuzzerana to His Highness Futteh Sing, amounting to Rupees 25,000, to be paid.

ARTICLE 13.

Fa'el Zamin of Bhat and Charun to be given to the satisfaction of government.

ARTICLE 14.

One village to be given to Najee Jemadar in addition to his former one.

ARTICLE 15.

Any Baharwutias who may be in Nuggur to be sent to camp, where their business will be settled, never to be protected again.

ARTICLE 16.

All property stolen from the allied army in the Nuggur talooka to be restored.

ARTICLE 17.

A fine of one lakh to the Guikwar Government for being compelled to erect batteries against Nuggur.

SAHEE (signature of the Jam).

TRANSLATION of a DEED of FA'EL ZAMIN* executed by BHAROTE MEROO METTAH, INHABITANT of VEERUMGAUM, and RAMDASS NUTHOO, INHABITANT of JULSON, in the PETLAUD PERGUNNAH, to the SIRCAR of SHREEMUNT RAO SHREE SENA KHAS KHEYL SHUMSHER BAHADOOR, Falgoon Vud 2nd 1868, 29th February 1812.

We do of our own free will and pleasure become permanent Fa'el Zamin for Jam Jussajee, of Nowanuggur, as follows :—

ARTICLE 1.

He shall not enter into internal disputes, afford refuge to any Baharwutias Katty or Rajpoot ; he shall not encourage quarrels or encroach upon others' boundaries, but shall permit them to remain as they may have been from ancient times. Should any of the Bayaud offer his land or village, he shall not accept of it; in any way he shall not offer any injury on account of former quarrels ; he shall harbour no robbers, else he must do so with proper securities ; no robberies are to be committed in the talookas or in the roads. Should any person, from interested motives, offer his land or village for sale, it is not to be purchased or sold without the previous permission of the Sircar.

ARTICLE 2.

He shall not write with any enemies of the Guikwar or Company's government.

ARTICLE 3.

He shall permit no robberies, attacks, or plundering parties in the mehals of the government of Shreemunt Punt Purdhan, the Guikwar and the

* Separate security was taken for nearly every article of the engagement of 23rd February 1812, but, with exception of the Fa'el Zamin, they were all temporary, and it has therefore been thought unnecessary to load this volume with them.

Honourable Company. He shall allow of no injury being offered to merchants or travellers, to whom he is to give guides and escorts through his own districts. Any loss suffered by merchants, etc., shall be answered for by the village people in whose land it occurs, and the talookdar shall answer for the conduct of his villages or shall trace the robbers.

ARTICLE 4.

If he has possessed himself of any lands or village of an inferior zemindar it shall be released, and a just accommodation take place and the dispute cease.

ARTICLE 5.

In the year 1868 (1812), he engaged with the Sircar not to entertain more than 300 Arabs as foreign sebundy. Should he require more, he shall ask the permission of government, and if it is desired he is not to retain others.

These are upon our heads and we shall pay all Mohsuls.

The above is true.

(Sd.) BHAROTE MEROO METTAH MUTTOO ×
(Sd.) BHAROTE RAMDASS NUTHOO MUTTOO × } *their marks.*

Large Seal.

TRANSLATION of a PERWANNAH from the SIRCAR of SHREE RAO SHREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, to JAM JESSAJEE of NOWANUGGUR TALOOKA.

You behaved in an unbecoming manner, which caused the Khas army and a large force on the part of the Honourable Company Bahadoor to enter your country. Every endeavour was made to effect an accommodation, but these having failed, in order to keep you in remembrance (of the past), your jummahundee has been increased by one lakh of Rupees annually, inclusive of the produce of the port of Suryah, from the year 1869, A.D.

1813. Should, however, your future conduct be such as is approved of by the allied government after a period of ten years, they may be induced to reduce in some proportion this increased demand.

Falgoon Soodh 14th, 1868 (26th February 1812).

MORTUB SHOOD. Seal.

TRANSLATION of a DEED executed by the SIRCAR of RAO SHREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR in favour of JAM JESSAJEE of NOWANUGGUR.

The Sircar have taken the port of Suryah in the Nuggur talooka entire, and free from all other demands, in consequence of your unbecoming conduct. In this manner you have given it in writing.

No trouble will be offered to your talooka by the garrison of the Sircar in that post, such as orders, horsemen, footmen, mohsuls, travellers to and from, &c., except in the articles of grass and wood; our garrison will not listen to any complaint made by your ryots, and no trouble offered by the thannah. Our garrison will not protect any of your criminals.

Merchants belonging to Khumbalia carrying goods from Suryah to the former place shall pay you the usual taxes, and the same with respect to the Suryah merchant vending goods in Khumbalia.

Merchants of Suryah carrying goods from Suryah past the vicinity of Khumbalia will pay you the usual petty road taxes. Robbers, &c., of your talooka shall not trouble the Bunder or its merchants, nor shall the passage of goods through the country be in any way obstructed.

Should any merchants be robbed of property (which has paid Khumbalia road tax) in your territory, you shall cause restitution, and if the robbers belong to another district you shall point out the place to which they belong.

The Sircar may populate and otherwise increase the Bunder; no obstacles are to be presented to this.

The Sircar affords cowl for what is written above, and the Bahandary of Captain James Rivett-Carnac, Resident on the part of the Honourable Company, is attached.

Falgoon Soodh 14th (26th February 1812).

MORTUB SHOOD. Seal.

No. LVIII.

TRANSLATION of a NOTE from HIS HIGHNESS JAM RUNMULJEE of NOWANUGGUR to A. MALET, ESQ., POLITICAL AGENT in KATTYWAR, dated 22nd March 1846, Falgoon Vud 10th Sumwut 1902.

Your Yad, with the copy of the rules for exempting vessels driven into port by stress of weather, was received, and we had some conversation on the subject when you were at Nowanuggur. I now write in this Yad that I will abide by those rules, and will send orders to my Bunders: this is written for your information.

No. LIX.

ADOPTION SUNNUD granted to the JAM of NOWANUGGUR,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindoo law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements, which record its obligations to the British Government.

FORT WILLIAM,
The 11th March 1862.

(Sd.) CANNING.

Similar Sunnuds were granted to Bhaunagar, Idar, and Rajpipla.

No. LX.

AGREEMENT with the State of NAVANAGAR for the construction of a LINE of TELEGRAPH from NAVANAGAR to RAJKOT,—1885.

Whereas the State of Navanagar is desirous of having a line of telegraph constructed from Navanagar to Rajkot to be worked in connection with the British lines of telegraph, the following terms are agreed upon by

the Political Agent in Kathiawar on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Mr. Liladhar Keshowji, Vakil, duly empowered by the Government of the Navanagar State on that behalf :—

1. The British Government agrees to construct for the Navanagar State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Navanagar and Rajkot at a cost of Rupees forty-one thousand seven hundred and fifty, more or less, and the Navanagar State agrees to pay to the British Government interest at the rate of 5 per cent. per annum on all capital expended on the construction of the line.

2. The line so constructed shall be called the Navanagar Branch Telegraph line.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Navanagar State on terms and conditions to be agreed upon at the time between the Navanagar State and the Government of India.

4. The Navanagar Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Navanagar debited with the cost of dismantling and returning the materials to store.

5. The State of Navanagar shall pay annually to the British Government, to cover the cost of repairs and maintenance, a sum calculated at the rate of $2\frac{1}{2}$ per cent. per annum on the capital expenditure, and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Navanagar and Rajkot. These rates may be changed at any time hereafter after a year's notice has been given to the Navanagar State.

6. The entire receipts at the Telegraph office at Navanagar and at any other office opened on the Navanagar Branch Telegraph line shall be credited annually to the Navanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Navanagar State. If the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Navanagar State; if the cost exceeds the receipts the difference shall be paid by the Navanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid, on inland messages and the Indian share of foreign messages despatched from the office aforesaid.

7. The accounts of the Navanagar Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Navanagar, and the charges and balance shall be adjusted without delay.

8. The Navanagar State shall provide free of rent such accommodation for the offices that may be opened on the Navanagar Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

9. The State of Navanagar agrees to apply to the Navanagar Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

10. The State of Navanagar agrees to apply to the Navanagar Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Navanagar State with accurate translations of such Acts, Rules and Regulations.

11. The State of Navanagar agrees that the Navanagar Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(Vernacular signature.)

(Sd.) EDWARD W. WEST, *Lieut.-Col.*,
Political Agent.

NO. LXI.

AGREEMENT with the State of NAWANAGAR for the construction of a LINE of TELEGRAPH from DHROL to JODIYA,—1890.

Whereas the State of Nawanagar is desirous of having a line of telegraph constructed from Dhrol to Jodiya to be worked in connection with the British lines of telegraph, the following terms are agreed upon by the Political Agent in Kathiawar on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by the Halar Prant Vakil duly empowered by the Government of the Nawanagar State on that behalf :—

1. The British Government agrees to construct for the Nawanagar State a line of telegraph consisting of one wire to be carried on suitable supports to be erected between Dhrol and Jodiya at a cost of Rupees six thousand eight hundred, more or less, and the State agrees to pay to the British Government interest at the rate of 5 per cent. per annum on all capital expended on the construction of the line.

2. The line so constructed shall be called the Jodiya Branch Telegraph line.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time between the Nawanagar State and the Government of India.

4. The Jodiya Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Nawanagar debited with the cost of dismantling and returning the materials to store.

5. The State of Nawanagar shall pay annually to the British Government to cover the cost of repairs and maintenance, a sum calculated at the rate of $2\frac{1}{2}$ per cent. per annum on the capital expenditure, and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between Dhrol and Jodiya. These rates may be changed at any time hereafter after a year's notice has been given to the Nawanagar State.

6. The entire receipts at the Telegraph Office at Jodiya and at any other office opened on the Jodiya Branch Telegraph line shall be credited annually to the Nawanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Nawanagar State. If the receipts exceed the cost of the offices, together with the charges under Article 5, the surplus shall be paid by the British Government to the Nawanagar State ; if the cost exceeds the receipts the difference shall be paid by the Nawanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid on inland messages and the Indian share of Foreign messages despatched from the offices aforesaid.

7. The accounts of the Jodiya Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar, and the charges and balance shall be adjusted without delay.

8. The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Jodiya Branch Telegrph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

9. The State of Nawanagar agrees to apply to the Jodiya Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to telegraphs.

10. The State of Nawanagar agrees to apply to the Jodiya Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to British lines of telegraph in India. The British Government will undertake to furnish the Nawanagar State with accurate translations of such Acts, Rules and Regulations.

11. The State of Nawanagar agrees that the Jodiya Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(Sd.) E. C. K. OLLIVANT,
Political Agent, Kathiawar.

CAMP MULI,
17th December 1890. } (*Vernacular Signature.*)

No. LXII.

AGREEMENT with the STATE of NAWANAGAR for the CONSTRUCTION of a LINE of TELEGRAPH from a point on the RAJKOT-NAWANAGAR LINE to PARDHARI,—1892.

Whereas the State of Nawanagar is desirous of having a line of telegraph constructed from a point on the Rajkot-Nawanagar line to Pardhari to be worked in connection with the British lines of Telegraph, the following terms are agreed upon by the Political Agent in Kathiawar on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf and by Vakil Liladhar Keshavji duly empowered by the Government of the Nawanagar State on that behalf:—

I. The British Government agrees to construct for the Nawánagar State a line of Telegraph consisting of one wire to be carried on suitable supports to be erected between a point on the Rajkot-Nawanagar line and Pardhai at a cost of Rupees Five hundred for line apparatus and plant, more or less, and the Nawanagar State agrees to pay to the British Government interest at the rate of 5 per cent. per annum on all capital expended on the construction of the line apparatus and plant.

II. The line so constructed shall be called the Pardhari Branch Telegraph line.

III. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time between the Nawanagar State and the Government of India.

IV. The Pardhari Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the Officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into the Government Telegraph Store, and the State of Nawanagar debited with the cost of dismantling and returning the materials to Store.

V. The State of Nawanagar shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure incurred on the line and 20 per cent. on the cost of the apparatus and plant and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of the telegraph between a point on the Rajkot-Nawanagar line and Pardhari. These rates may be changed at any time hereafter after a year's notice has been given to the Nawanagar State.

VI. The entire receipts at the Telegraph Office at Pardhari and at any other office on the Pardhari Branch Telegraph line shall be credited annually to the Nawanagar State, and the actual cost incurred in keeping open and working the said office to the amount of Rupees four hundred and sixty shall be debited annually to the Nawanagar State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Nawanagar State ; if the cost exceeds the receipts, the difference shall be paid by the Nawanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid, on Inland Messages and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII. The accounts of the Pardhari Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar and the charges and balance shall be adjusted without delay.

VIII. The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Pardhari Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX. The State of Nawanagar agrees to apply to the Pardhari Branch Telegraph line the provisions of the British Telegraph Act XIII of 1885 and such other acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs.

X. The State of Nawanagar agrees to apply to the Pardhari Branch Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of Telegraph in British India. The British Government will undertake to furnish the Nawanagar State with accurate translations of such Acts, Rules and Regulations.

XI. The State of Nawanagar agrees that the Pardhari Branch

Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(In vernacular) LILADHAR KESHAVJI,
on behalf of Nawanagar.

(Sd.) E. C. K. OLLIVANT,
Political Agent, Kathiawar.

Rajkot, 18th July 1892.

No. LXIII.

AGREEMENT with the STATE of NAWANAGAR for the CONSTRUCTION of a LINE of TELEGRAPH from a point on the LINE from DHROL to JODIYA to BALAMBHA,—1905.

Whereas the State of Nawanagar is desirous of having a line of Telegraph constructed from a point on the line from Dhrol to Jodiya to Balambha to be worked in connection with the British lines of Telegraph, the following terms are agreed upon by the Director-General of Telegraphs on the part of the British Government duly empowered by the Viceroy and Governor-General of India in Council on that behalf and by the Nawanagar State Vakil duly empowered by the Government of the Nawanagar State on that behalf :—

I. The British Government agrees to construct for the Nawanagar State a line of Telegraph consisting of two wires to be carried on suitable supports to be erected between a point on the line from Dhrol to Jodiya and Balambha at a cost of Rs. 4,600 (four thousand and six hundred), more or less, and the State agrees to pay to the British Government interest at the rate of 5 per cent. per annum on all capital expended on the construction of the lines.

II. The line so constructed shall be called the Balambha Branch Telegraph line.

III. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Nawanagar State on terms and conditions to be agreed upon at the time between the Nawanagar State and the Government of India.

IV. The Balambha Branch Telegraph extension shall be kept in efficient repair, managed and worked entirely by the officers of the Telegraph Department of the Government of India. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall be returned into Government

Telegraph Store and the State of Nawanagar debited with the cost of dismantling and returning the materials to store.

V. The State of Nawanagar shall pay annually to the British Government to cover the cost of repairs and maintenance a sum calculated at the rate of 2½ per cent. per annum on the capital expenditure and also Rs. 5 per mile of line to cover cost of line establishment and minor charges of Telegraph between the point on the section of the line from Dhrol to Jodiya and Balambha. These rates may be changed at any time hereafter, after a year's notice has been given to the Nawanagar State.

VI. The entire receipts at the Telegraph Office at Balambha and at any other office opened on the Balambha Branch Telegraph line shall be credited annually to the Nawanagar State, and the actual cost incurred in keeping open and working the said offices shall be debited annually to the Nawanagar State. If the receipts exceed the cost of the offices together with the charges under Article V, the surplus shall be paid by the British Government to the Nawanagar State ; if the cost exceeds the receipts, the difference shall be paid by the Nawanagar State to the British Government. By "Receipts" is to be understood the value of the fees levied at the offices aforesaid on Inland Messages and the Indian share of Foreign Messages despatched from the offices aforesaid.

VII. The accounts of the Balambha Branch Telegraph line and of the offices maintained on it shall be rendered yearly to the State of Nawanagar, and the charges and balance shall be adjusted without delay.

VIII. The Nawanagar State shall provide free of rent such accommodation for the offices that may be opened on the Balambha Branch Telegraph line as the Director-General of Telegraphs shall consider necessary, and shall keep the same in good repair.

IX. The State of Nawanagar agrees to apply to the Balambha Branch Telegraph line the provisions of the British Telegraph Act I of 1876 and such other Acts or legal provisions as have been or may hereafter be passed by the British Government with reference to Telegraphs.

X. The State of Nawanagar agrees to apply to the Balambha Branch Telegraph line any rules or regulations that are now or may hereafter be made applicable to British lines of telegraph in India. The British Government will undertake to furnish the Nawanagar State with accurate translations of such Acts, Rules and Regulations.

XI. The State of Nawanagar agrees that the Balambha Branch Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(Signed) Illegible.
for *Director-General of Telegraphs.*

(Signed) SHIVLAL P. GOSALIA.
for *Nawanagar State.*

GOVERNMENT TELEGRAPH DEPARTMENT,
DIVISIONAL SUPERINTENDENT, GUZERAT.
26th December 1905.

No. LXIV.

AGREEMENT passed by HIS HIGHNESS JAM SHRI VIBHAJI of NAVANAGAR to LIEUTENANT-COLONEL WODEHOUSE, ACTING POLITICAL AGENT in KATHIAWAR, representing the BRITISH GOVERNMENT, for the abolition of CUSTOMS DUTIES on vessels of the PORBANDAR STATE touching at ports in the NAVANAGAR STATE but not discharging cargo.

Whereas the State of Navanagar used to levy at its ports customs duties on all vessels belonging to the merchants of the State of Porbandar touching at the said ports but not discharging cargo, and whereas such levy now appears to His Highness Jam Shri Vibhaji obnoxious to trade, His Highness agrees as under:—

His Highness Jam Shri Vibhaji Ranmalji, K.C.S.I., of Navanagar, in consideration of a corresponding agreement made by the State of Porbandar, hereby agrees, for himself, his heirs and successors, so long as the corresponding agreement be observed, not to levy any customs duties upon vessels of the Porbandar State which may touch without discharging cargo at any of the ports in his State.

RAJKOT,
The 5th December 1886.

(Signed in vernacular.)

RAJKOT,
The 5th November 1887.

(Sd.) C. WODEHOUSE, *Colonel,*
Political Agent, Kathiawar.

No. LXV.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the JAM of NAVANAGAR for the INTRODUCTION of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of HIS IMPERIAL SERVICE TROOPS when serving beyond the FRONTIERS of HIS STATE,—1899.

Whereas His Highness the Jam Sahib of Navanagar maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Navanagar State, when associated with troops of the British Army, should be under the order of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness the Jam Sahib of Navanagar, through Colonel W. P. Kennedy, at present Administrator of the State, of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Navanagar State, when the said troops are serving within the territorial limits of the said State: Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Jam Sahib or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highness the Jam Sahib of Navanagar has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or force aforesaid.

DATED JAMNAGAR;

The 26th July 1899.

Seal of the State.

(Sd.) W. P. KENNEDY, *Lieut.-Col.*,
Administrator, Navanagar State.

(Sd.) J. M. HUNTER, *Colonel*,
Political Agent, Kathiawar

Approved and confirmed by the Government of India.

By order,

SIMLA; } H. S. BARNES,

The 7th May 1901. } *Secretary to the Government of India, Foreign Department.*

NO. LXVI.

TRANSLATION of a WRITING passed on the 31st January 1773 between DEWJEE RESIL and WAGJEE DESSY in behalf of RAWUL BREK SING, RAJAH of BHOWNUGGUR, to WILLIAM ANDREW PRICE, ESQ., CHIEF for AFFAIRS of the BRITISH NATION, and GOVERNOR of the MOGHUL'S CASTLE and FLEET at SURAT.

The Nawab Momin Khan, of Cambay, having been at Baroach, and fully empowered William Andrew Price, Esq., to treat with the Rajah of Bhownuggur for the surrender of the fort of Toolajee to him, we, Dewjee Resil and Wagjee Dessy, being sent by the same Rajah, fully empowered by him to enter into an agreement for the said fort, have by this writing settled that it shall be delivered to the Rajah for the sum of Rupees seventy-five thousand, which the said William Andrew Price, on the part of the Nawab, agrees to, and which we, the said Dewjee Resil and Wagjee Dessy, also agree to: and whereas the Nawab, having made good to the Honourable English East India Company the sum of Rupees twenty-five thousand in part payment of the said fort, we, the said Dewjee Resil and Wagjee Dessy, on the part of the said Rajah, agree that at the expiration of one month after delivery of the fort to the Rajah, with the same guns and stores as the Nawab received from the English, to make good to him the sum of Rupees twenty-five thousand; and with respect to the balance of Rupees fifty thousand due to the Honourable Company, we agree to make it good in annual payment of Rupees fifteen thousand until the whole is discharged. In this there is not to be any difference.

Dated in Baroach, the 7th Zelimdah, in the year of the Hegira 1186 or the 31st January 1773.

(Sd.) DEWJEE RESIL.

„ WAGJEE DESSY.

We confirm the above.

(Sd.) DANIEL DRAPER.
" JOHN WATSON.
" ROBERT GARDEN.
" BRUCE FLETCHER.
" WILLIAM SHAW.
" ROBERT GORDON.
" BENJAMIN LEWIS.
" WILLIAM TAYLER.

No. LXVII.

DEED passed on the 8th November 1808 to MAJOR ALEXANDER WALKER, RESIDENT at BARODA, on behalf of the HONOURABLE COMPANY, by RAWUL WUKHUT SING, THAKOOR of BHOWNUGGUR, and his son KOONWUR WUJE SING, namely—

A bond executed to the Sircar of the Maharajah Anund Rao Guikwar Sena Khas Kheyl Shumsher Bahadoor, by which, through the medium and on the security of Bharote Umar Jugrope, we became bound to make good the yearly dues of our talook, amounting to Rupees 74,500 (khurajaat inclusive), at Baroda for the period of ten years, and by a separate agreement from us, we also engaged for the perpetual payment of the same.

Now the said revenue of Rupees 74,500 being transferred from the Sircar of Anund Rao Guikwar to the Honourable Company, I do hereby bind myself, and my heirs and successors, from generation to generation, to make good to them or their assignees, in each year, as follows :—

1 Kist	Magsur	24,834
1 Do.	Pous	24,833
1 Do.	Magh	24,833
	Rupees	74,500

The said instalments being to be paid in the currency of Surat.

This engagement is renewable at the expiration of ten years from the year (1865, 1808-09) inclusive; and according to the terms of this engagement I do promise to abide for myself, my heirs and successors, so long as my present possessions may remain with me; the said Rupees 74,500 being in full of all moolookgeeree demands whatever on my talook, either from the Peishwa's or Guikwar's government; and in case I do not pay at the stated

periods of instalments, I do promise to pay at a rate of interest 1 per cent. per month.

Dated Sumwut 1865, 5th Kartick Vud, or A. D. 8th November 1808.

The above is truth.

RAWUL WUKHUT SING.

PERWANNAH from MAJOR ALEXANDER WALKER, in behalf of the HONOURABLE COMPANY, to RAWUL WUKHUT SING, THAKOOR of BHOWNUGGUR, and his son KOONWUR WUJE SING, to wit, dated 8th November 1808.

Having, under date the 2nd Kartick Soodh 1864 (1st November 1807) executed an agreement to the Sircar, binding yourself to pay to the Honourable Company the annual amount of your jummabundee and Khurajaat, and which engagement is renewable in ten years from 1865 inclusive, therefore, pursue the cultivation of your district with confidence, and pay your jummabundee and Khurajaat according to your bond, as the kists become due; being for the following districts:—

1. Oomrala Loleeana.
2. Talooka Muhwa and Bhauvur.
3. ,, Dehore.
4. ,, Talaja, &c.
5. Talookas Julalpore, Marva, Dhusa, Lathia.
6. Talooka Ajmer.
7. ,, Wagnuggur.
8. Mouza Nily Gudrun, Ashodur, Sheldy Amba, &c., belonging to Kharapat.
9. Talookas Gudhura and Bhimrad.
10. Mouza Rajoolla.
11. Talookas Sanbur and Koondala.
12. Talooka Gondaloo.

Should in any year any real distress occur, in that year the Sircar will consider the same. You have afforded perpetual Fa'el Zamin, according to which perform your engagement, and be assured of receiving on all just cases the protection of government.

Neither the Peishwa's or Guikwar government will afford any molestation in respect to the above jummabundee, and should they so do, the Company will answer the same.

(Sd.) A. WALKER,
Resident.

Dated 8th November 1808.

No. LXVIII.

AGREEMENT, dated the 8th September 1840, between the HONOURABLE EAST INDIA COMPANY and the THAKOOR OF BHOWNUGGUR, RAWUL WUJESINGJEE, WUKHUT SINJEE, having been concluded, has been made out in three parts, signed and sealed, whereof one part is to be deposited with the GOVERNMENT of BOMBAY, one part with the THAKOOR, and one in the office of the COLLECTOR of AHMEDABAD, *viz.* :—

ARTICLE 1.

The Thakoor, for and in consideration of the sum of Company's Rupees (4,000) four thousand being paid to him by the said East India Company, and to be annually paid to him and his hereditary successors, agrees to relinquish all claims to any share in the land or sea customs at Gogo. He also agrees to relinquish all claims to any duties under the name of "Abkaree" on tobacco or any other goods in that Cusba. He further agrees to relinquish all claims to the Huk termed "Dullalee" and "Tojee Veera," together with the Huk "Bham Veera" in the said Cusba. The Thakoor, moreover, agrees to relinquish all claims, and hereby acknowledges that he has no right to any Huk, Lawazums, Duty, &c., in Gogo Cusba, either from the East India Company or the East India Company's subjects, or to any arrears, on account of the above items, antecedent to the 1st December 1836.

ARTICLE 2.

And whereas an order was issued by the Honourable the Governor in Council of Bombay for stopping the coinage of money at Bhownuggur, now the Thakoor, in consideration of the annual payment to him and his hereditary successors by the East India Company of the sum of Company's Rupees (2,793-6-5) two thousand seven hundred and ninety-three six annas and five pies, hereby agrees to relinquish all and every description of coining money of every kind, both at Bhownuggur and its dependent villages as well as in his (the Thakoor's) Kattywar possessions, hereby binding himself to abstain from coining either copper, or any other sort of coin, both in the abovementioned places and everywhere else, and moreover hereby renounces all claims on account of the said Mint arising antecedent to 1st December 1836.

Under the above two Articles of Agreement, the East India Company consents to pay the Thakoor annually, commencing from the 1st December 1836, the sum of Company's Rupees (6,793-6-5) six thousand seven hundred and ninety-three six annas and five pies.

In witness whereof we hereunto set our hands and seals, John Hinde Pelly, Collector of Continental Customs and Excise, in behalf of the East India Company, on the one part, and the Thakoor Rawul Wujesingjee on the other part, this eighth day of September, in the year of Our Lord one thousand eight hundred and forty, corresponding with Sumwut one thousand eight hundred and ninety-six, Bhadurwa Soodh twelfth.

(Sd.) J. H. PELLY,
Collector of Continental Customs and Excise.

This Agreement was confirmed by Government on the 30th September 1840.

No. LXIX.

TRANSLATED EXTRACTS from a LETTER addressed by the THAKOOR of BHOWNUGGUR to ARTHUR MALET, ESQ., POLITICAL AGENT in KATTYWAR, dated the 18th January 1846.

Your letter, dated the 3rd January 1846, has been received, and its contents have been understood. You state that "there is a difficulty regarding the duties leviable on boats passi ngto and fro from Bombay to Sinde, or elsewhere, which are obliged by stress of weather or other cause to touch at any of my Bunders ; that injury is thereby done to facility of traffic ; that government has taken the case of such boats under its favorable consideration ; and that the Rao of Kutch, to meet the wishes of government, framed certain regulations on the subject, dated 1st December 1840 ; that a copy of these regulations was forwarded to me in a letter dated 17th October 1844, in which I am informed that it is to my credit to make arrangements for preventing obstacles being thrown in the way of persons navigating boats, and that if I could make regulations at my Bunders similar to those which are in force at the Bunders of Kutch it would be pleasing to government and beneficial to my own interests." You have asked me to reply to this letter. I am most willing to pay every consideration to the wishes of government, and anxious to benefit the interests of my country, and I have therefore now sent a copy of the regulations in question to the Bunders of Mowa and Tolaja that they may be enforced. I have also given a copy to my mootsuddee at this place, with instructions to act accordingly.

Dated 6th Pous Vud 1902., corresponding with the 18th January 1846.

No. LXX.

SETTLEMENT framed according to RESOLUTIONS of the BOMBAY GOVERNMENT, NOS. 3826 and 3829, dated 23rd October 1860.

The following agreement between Her Majesty's Government and the Thakoor of Bhownuggur, Juswuntsingjee Bhowsingjee, having been concluded, has been made out and signed in three parts, of which one part will be deposited with Her Majesty's Government of Bombay, one part with the Thakoor, and one part in the office of the Collector of Ahmedabad :—

ARTICLE 1.

The Thakoor agrees that the lease of the villages of his talooka in the districts of Dundooka, Ranpore, and Gogo, which was executed in A. D. 1848, shall be cancelled from and after May 1st, 1861. Instead thereof the Thakoor hereby agrees to pay for the whole of the villages enumerated in that lease a fixed jumma of Rupees 52,000 yearly for ever This sum shall not be in any way affected by the result of any action or other process brought by any party against the Thakoor's right of possession in any part of the said talooka, nor shall the said estates, excepting Bhownuggur, with Wudwa, Sehore and the ten villages thereof about to be attached to Kattywar, be exempted, on account of this payment, from any other general taxation not coming under the head of land tax or rental which Government may impose on their districts under the regulations.

ARTICLE 2.

The whole of the Thakoor's claims upon government have been computed up to May 1st, 1861, to amount to Rupees 12,21,041-13-7. To this the Thakoor agrees. There is due from the Thakoor in revenue to government Rupees 12,71,062-11-0. This the Thakoor admits. The balance, Rupees 50,020-13-5, the Thakoor agrees to pay into the Treasury before May 1st, 1861. Except the annual sum of Rupees 6,890-2-2, compensation fixed in A. D. 1840 for the Thakoor's rights in Gogo and for his mint, no yearly or any other sum of compensation will remain due by government to the Thakoor after that date. From and after November 1860, the Thakoor agrees to pay up his Kattywar tribute yearly in full according to settlement.

ARTICLE 3.

The Thakoor agrees to the following, instead of the rules heretofore followed, in collecting customs in the port of Bhownuggur:—

1. Government shall collect port dues at the same rates as in British ports, and after deducting expenses shall hand the proceeds to the Thakoor.

2. Government shall collect customs on trade to and from other than British ports on the continent of India at the same rates as may be from time

to time imposed by the British Government in their own ports. After deducting the necessary expenses, three-fifths shall be the share of the Thakoor and two-fifths the share of government.

3. The tariff in use in British ports shall be adopted instead of that now in use.

4. Nothing in this agreement shall affect the articles of opium, spirits, and salt, which shall be dealt with as heretofore.

ARTICLE 4.

The Thakoor agrees to pay monthly into the Bhownuggur custom house the sum of Rupees 35 to cover the expense incurred by government in consequence of the opening of the port of Soondrye.

ARTICLE 5.

In consideration of the present settlement, the Thakoor agrees to abandon entirely his claims on the following subjects :—

1. To compensation for loss caused by the imposition of an attachment by the Settlement Officer, Mr. Rogers, in A. D. 1854.

2. To the restoration of the villages Khurur, Jhinjhur, and Cher, or to a deduction from the Joonagurh Zoretulubee if they are not restored.

3. To compensation for the loss caused by the closing of the harbour of Soondrye in A. D. 1808.

4. To a share in the customs and land revenue of Dhollerah.

5. To a certain cess and a share in the land revenue of Bhowliaree.

ARTICLE 6.

Government having consented to acknowledge the Thakoor's claim to a half share in the village of Pauvee in Dundooka, if on investigation it appears that his right to it was not derived from the deceased Talookdar, a Kusbatee, the Thakoor agrees to accept a decision made on that understanding.

ARTICLE 7.

Upon the above conditions Her Majesty's government agree as follows :—

Government concede as a favour, and not as a right, the transfer of Bhownuggur itself, with Wudwa, Sehore, and ten subbordinate villages, from the district of Gogo, subject to the regulations, to the Kattywar Political Agency.

Government will not lay claim to the enam villages subordinate to Wurtej.

Government will not enforce their rights in the ports of Mowa and Wagnuggur.

ARTICLE 8.

Government have agreed to cancel the above quoted lease executed in A. D. 1840. It is therefore cancelled from May 1st, 1860, and government agree as a favour to take in future the yearly sum of Rupees 52,000 as the jumma of all the villages specified in the said lease. This sum shall not be liable to increase.

ARTICLE 9.

1. Government agree to admit Bhownuggur to the full benefits of a British port so far as the Thakoor may desire.

2. On condition that the Thakoor abandons his claim to compensation for the sayer duties abolished in his talooka villages, government agree to abandon their present share in the customs, and will take only two-fifths of the net customs hereafter to be collected on trade to and from other than British ports on the continent of India.

3 Government will collect the said customs according to the laws and tariff from time to time in force for British ports, and hand to the Thakoor three-fifths of the proceeds, after deducting the necessary expenses.

4. Government will collect port dues at the same rates as in British ports, and deducting expenses, will hand over the whole proceeds to the Thakoor.

5. Government will not interfere in any way with such customs as the Thakoor chooses to levy on trade to and from British ports on the continent of India.

6. Government agree that the Thakoor shall enjoy a remission of customs on his private trade to the amount of Rupees 1,000 yearly according to the British tariff.

ARTICLE 10.

Government agree that the Thakoor shall open the port of Soondrye as a foreign port for the export of all articles the produce or manufacture of the continent of India, and for the import of such articles only as shall have been duly exported from a British port in the continent of India, except only that there shall be no traffic in spirits, salt, and opium.

ARTICLE 11.

Government will admit the Thakoor's claims to a half share in the village of Pauvee in Dundooka, if it appears on investigation that the right of the Thakoor is not derived from the Kusbatee Talookdar of the other half.

In witness whereof we hereunto set our hands and seals this 22nd day of December eighteen hundred and sixty, Sumwut nineteen hundred and seventeen, Margsur Soodh 10th.

(Sd.) GEORGE CLERK.
,, JUSWUNTSINGJEE BHOWSINGJEE.

No. LXXI.

SETTLEMENT of 1866 revising the AGREEMENT of the 23RD OCTOBER 1860.

Whereas it has been found convenient to modify certain clauses of the agreement ratified on the 22nd December 1860 between the British Government and the Thakor of Bhavnagar, the following fresh agreement has been executed in two parts, of which one part will be deposited with the Government of Bombay and one part with the Thakor of Bhavnagar :—

1. The Thakor agrees that the lease of the villages of his Taluka in the districts of Dhunduka, Ranpur and Gogo, which was executed in A. D. 1840, shall be cancelled from and after May 1st, 1861. Instead thereof the Thakor hereby agrees to pay for the whole of the villages enumerated in that lease a fixed *jama* of Rs. 52,000 for ever into the Treasury of the Kathiawar Political Agency. This sum shall on no account be diminished.

2. The whole of the Thakor's claims upon Government have been computed up to May 1st, 1861, to amount of Rs. 12,21,041-13-7. To this the Thakor agrees. There was due from the Thakor in revenue to Government Rs. 12,71,062-11-0. This the Thakor admits. The balance Rs. 50,020-13-5 the Thakor has paid into the Gogo Treasury. The Thakor now surrenders his claim to compensation for sayer duties and income-tax which has accrued since May 1st, 1861, up to the date of this agreement.

3. I.—The Thakor agrees to give up from the date of this agreement the yearly compensation for his mint and rights in the customs of Gogo Rs. 6,890-2-2 in return for the concessions made by Government in clauses 10 and 11 (2) of this agreement.

II.—The Thakor agrees to repay the sum credited to him on account of compensation for Bhavnagar City town duties since May 1st, 1861. The amount is Rs. 2,08,942, which the Thakor agrees to repay by five equal yearly instalments, commencing on the 1st of March 1866.

4. The Thakor agrees to the following instead of the rules heretofore followed in collecting customs in the port of Bhavnagar.

I.—The Thakor will collect port dues at rates not lower than those in force in British ports.

II.—The Thakor will collect customs on trade to and from other than British ports on the Continent of India at rates not lower than those which

may be from time to time imposed by the British Government in their own ports.

III.—The tariff in use in British ports shall be adopted in the collection of the said customs.

IV.—Nothing in this agreement shall affect the articles of opium, spirits, and salt, which shall be dealt with as heretofore.

5. The Thakor agrees to pay monthly into the Gogo custom-house the sum of Rs. 35 to cover the expense incurred by Government in consequence of the opening of the Port of Sundrye.

6. In consideration of the present settlement the Thakor agrees to abandon entirely his claims on the following subjects :—

I.—To compensation for loss caused by the imposition of an attachment by the Settlement Officer, Mr. Rogers, in A.D. 1854.

II.—To the restoration of the villages Khurur, Jhinjhur and Chur, or to a deduction from the Joonaghur Zortulabee if they are not restored.

III.—To compensation for the loss caused by the closing of the harbour of Sundrye in A. D. 1808.

IV.—To a share in the customs and land revenue of Dholera.

V.—To a certain cess and a share in the land revenue of Bowliaree.

7. Government having consented to acknowledge the Thakor's claim to a half share in the village of Panvee in Dhunduka, if, on investigation, it appear that his right to it was not derived from the deceased Talukdar, a Kusbati, the Thakor agrees to accept a decision made on that understanding.

8. Upon the above conditions Her Majesty's Government agree as follows :—

I.—Government concede as a favour, and not as a right, the transfer of all the villages of the Thakor's Talukas in the Parganas of Gogo, Dhunduka and Ranpur as set forth in the list appended to this agreement from the jurisdiction of the Laws and Acts of Government to the Kathiawar Political Agency on the same conditions as to jurisdiction as the villages now under the Thakor's jurisdiction in Kathiawar.

II.—In case the Government shall convict the present or any future Thakor of gross misconduct the villages set forth in the above list shall revert to the laws and jurisdiction of Government.

III.—In case any Mulgirassia shall raise a claim about any village set forth in the said list, as being held on mortgage, the claim shall be heard according to the rules of the Kathiawar Political Agency, and the Thakor shall submit himself to the final decision of Government upon it.

IV.—Government will not lay claim to the inam villages subordinate to Wurtej.

V.—Government will not enforce their rights in the ports of Mhowa and Waghnuggur.

9. Government have agreed to cancel the abovequoted lease excuted in A. D. 1840. It is, therefore, cancelled from May 1st, 1861, and Government agree to take in future the yearly sum of Rs. 52,000 as the jama of all the villages specified in the said lease. This sum shall not be liable to increase.

10. In consideration of the surrender by the Thakor under clause 3 of this agreement of the yearly compensation for his mint and rights in the customs of Gogo Rs. 6,890-2-2, Government will from the date of this agreement consider the jama of the four villages, Oteria, Sandhera, Nagulpur and Malpur which is settled separately from the jama of the other villages, to be included in the above fixed yearly sum of Rs. 52,000 and will not collect the separate yearly jama of Rs. 2,200 hitherto collected on account of these four villages, but will accept the above sum of Rs. 52,000 as the sole and entire jama of all the villages set forth in the list appended to this agreement, and this sum shall not be increased.

11. *I.*—Government agree to admit Bhavnagar to the full benefits of a British port, so far as the Thakor may desire.

II.—On condition that the Thakor abandoned his claim to compensation for the sayer duties abolished in his Talukdari villages, Government by the agreement of December 22nd, 1860, abandoned their share in the Bhavnagar customs, except two-fifths of the net customs hereafter to be collected on trade to and from other than British ports on the Continent of India, Government now in consideration of the surrender by the Thakor under clause 3 of this agreement of the yearly compensation for his mint and share in the customs of Gogo, Rs. 6,890-2-2, further agree to give up their share of two-fifths of the net customs levied at the Port of Bhavnagar on trade to and from other than British ports on the Continent of India. From the date of this agreement Government reserve no share in the customs of the Port of Bhavnagar.

III.—Government will not interfere in any way with such customs as the Thakor chooses to levy on trade to and from British ports on the Continent of India.

12. Government agree that the Thakor shall open the Port of Sundrye as a foreign port for the export of all articles, the produce or manufacture of the Continent of India and for the import of such articles only as shall have been duly exported from a British port on the Continent of India except only that there shall be no traffic in spirits, salt, or opium.

13. Government will admit the Thakor's claims to a half share of the village of Panvee in Dhandhuka, if it appears on investigation that the right of the Thakor is not derived from the Kusbati Talukdar of the other half.

In witness whereof we hereunto set our hands and seals this 25th day of April A. D., eighteen hundred and sixty-six, Samvat nineteen hundred and twenty-two, Vaeshak Sud 11.

(Signed) H. B. E. FRERE.

Seal.

F. S. CHAPMAN,
Chief Secretary.

Seal. RAWUL SHREE JESWUNTSUNG JEE BHOWSUNGJEE.

LIST OF VILLAGES.

REFERRED TO IN THE 8TH CLAUSE OF THIS AGREEMENT.

Bhavnagar Taluka.

Bhavnagar.	Malunka.	Hathub.	
Wudwa.	Bhutesur.	Khudsuliu.	
Ruha.	Bhumli.	Bhudbhudiu.	
Ukwara.	Rutunpur Juna.	Alapur.	
Udhewara.	Rutunpur Nuwa.	Thulsur.	
Tursumia.	Koliąk.	Lakhunka.	
Juspura.	Kobri.	Sultanpur.	
Phulsur.	Bhuri.	Wavri.	
Kurmudiu.	Bhundariu.	Rampura.	
Surka.	Churi.	Bhenswuri.	} Waste.
Turuk Palri.	Sankrasur.	Jhanjra.	
Nari.	Bhadoli.		
Budhel.	Nagdhuniba.		

Sehore Taluka.

Sehore.	Rutunpur, near Tana.	Rajpura.	
Oosrud.	Wudiu.	Khakhriu.	
Ugiali.	Wulawud.	Kurdej.	
Tana.	Megwudur.	Surka.	
Bordi.	Ghangli.	Jambalu.	
Kajawudur.	Nesra.	Kuchotiu.	} Waste.
		Chirora.	

New villages.

Gundi.	Bupara.	Deorgana.
Mandwa.	Panchpipla.	Thordi.
Sosia.	Rajpura.	Khudurpur Mitivirdi.
Paniali.	Pethulpur.	
Trapuj.	Khanturi.	

Inam villages.

Wurtej.	Phuriadku.	Kalvi, waste.
Sidhsur.	Sodwudra.	
Sampura.	Sedhawadur.	

DHANDHUKA PARGANA.

Patna Taluka.

Patna.	Rutunwow.	Sumundeala, 1.
Bhurbhir.	Keria.	Kariani.
Chukumpur.	Jumrala.	Lathidur.
Surwui.	Oojulwow.	Welawudur.
Jhinjhawudur.	Jotingra.	Wirdi or Rajghur.
Patti.	Shirthuli.	Sujeli.
Keria, near Patti.	Dhikwali.	Oteria.
Bhambun.	Wujeli.	Sandhera.
Sumundeala, 2.	Lundra.	Nagalpur.
Tajpur.	Dantretia.	Malpur.
Kanutulao.		

RANPUR PARGANA.

Botad Taluka.

Botad.	Danknia.	Kaniad.
Hurdur.	Khankhoi.	Rajpura.
Sirwaniu.	Turkha.	Juria.

No. LXXII.

AGREEMENT entered into by the BHOWNUGGUR DURBAR for the CONSTRUCTION and MAINTENANCE of TELEGRAPH LINES between DHOLLERAH and BHOWNUGGUR,—1874.

Whereas the State of Bhownuggur is desirous of having a line of telegraph constructed from Dhollerah to Bhownuggur to be worked in connection with the British lines of telegraph, the following terms are agreed upon by James Braithwaite Peile, Esquire, Acting Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy

and Governor-General of India in Council on that behalf, and by Edward Hope Percival, Esquire, and Gowrishunkur Udeyshunkur, Esquire, Joint Administrators of the Bhownuggur State, on the part of the Bhownuggur State, duly empowered by the Administration of Bhownuggur on that behalf :—

1. The British Government agrees to construct for the Bhownuggur State a line of telegraph consisting of one wire to be carried on standards to be erected between Dhollerah and Bhownuggur at a cost of Rupees (21,000) twenty-one thousand, more or less, and the State of Bhownuggur agrees to pay to the British Government the cost of the line as the money may be required.

2. The receipts obtained by the opening of the Bhownuggur Telegraph Office shall belong exclusively to the British Government, who shall defray the entire cost of repairing, maintaining, and working the telegraph line between Dhollerah and Bhownuggur, but when the receipts of the Office fall short of the cost of repairs, maintenance, and working, the State of Bhownuggur agrees to make good the deficiency ; should there, on the other hand, be a surplus left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Bhownuggur.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Bhownuggur State on terms and conditions to be agreed upon at the time between the Bhownuggur State and the Government of India.

4. The line shall be called " The Bhownuggur Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall become the property of the Bhownuggur State.

5. The accounts of the telegraph line shall be rendered yearly to the State of Bhownuggur, and the balance shall be adjusted without delay.

6. The State of Bhownuggur agrees to apply to the Bhownuggur Telegraph line the provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to telegraphs.

7. The State of Bhownuggur agrees to apply to the Bhownuggur Telegraph line any Rules or Regulations that are now or may hereafter be made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Bhownuggur State with accurate translations of such Acts, Rules, and Regulations.

8. The State of Bhownuggur agrees that the Bhownuggur Telegraph line shall be opened to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

BHOWNUGGUR,
The 23rd January 1874.

(Sd.) J. B. PEILE,
Acting Political Agent, Kattywar.

No. LXXIII.

AGREEMENT entered into between the BRITISH GOVERNMENT and HIS HIGHNESS the THAKOR SAHEB of BHAVNAGAR for the introduction of DEFINITE ARRANGEMENTS for the EFFECTIVE CONTROL and DISCIPLINE of HIS IMPERIAL SERVICE TROOPS when serving beyond the FRONTIERS of his STATE,—1899.

Whereas His Highness Thakor Saheb Bhawsinghji of Bhavnagar maintains a force of Imperial Service Troops for the purpose of co-operating, if need be, in the defence of the British Empire, and

Whereas it is necessary that the Imperial Service Troops of the Bhavnagar State, when associated with troops of the British Army, should be under the orders of the Officer Commanding the combined forces, and subject to the like discipline and control as the officers and soldiers of Her Majesty's Indian Army, and

Whereas it is not the wish or intention of the Government of India that a British officer should be appointed to command any corps of Imperial Service Troops, though British officers are employed in order to instruct and inspect the said troops,

It is hereby agreed between the Governor-General of India of the one part and His Highness Thakor Saheb Bhawsinghji of Bhavnagar of the other, as follows, namely—

1. Whenever the said troops or any portion thereof are moved beyond the frontier of the said State, they shall be attached to the command and under the orders of the Officer Commanding the District, Contingent or force in which they are employed, and such officer shall, by virtue of this agreement, be authorised to administer in respect to the said troops, so serving, the military laws and regulations to which they are subject under the laws of the said State, and for that purpose and for the due preservation of discipline among the same, to convene all such Courts, and to issue all such orders, and to pass all such judgments and sentences, and generally to exercise all such authority as may be lawfully convened, issued, passed and exercised by the authorities of the Bhavnagar State, when the said troops are serving within the territorial limits of the said state : Provided always that the execution of every sentence so passed in British territory shall be carried out under the orders of His Highness the Thakor Saheb or of some person to whom the requisite authority has been delegated by him.

2. In order further to ensure the efficiency of the said Imperial Service Troops, and the maintenance of discipline among them when serving along with Her Majesty's forces, the said His Highhess Thakor Saheb Bhawsinghji of Bhavnagar has embodied in the disciplinary law of his State, applicable to the said Imperial Service Troops when employed on active service either within or without British India, the provisions, *mutatis mutandis*, of the Indian Articles of War for the time being in force. The

due application and enforcement of the said provisions in respect of the Imperial Service Troops aforesaid shall be carried out under the authority of the Officer Commanding the District, Contingent or force aforesaid.

DATED BHAVNAGAR ;
The 14th July 1899.

Seal of the State.

(Sd.) BHAWSINGHJI,
Thakor Saheb of Bhavnagar.

(Sd.) J. M. HUNTER, *Colonel,*
Political Agent, Kathiawar.

Approved and confirmed by the Government of India.

SIMLA ;
The 7th May 1901.

By order,
H. S. BARNES,
Secretary to the Government of India,
Foreign Department.

NO. LXXIV.

TRANSLATION of an AGREEMENT EXECUTED BY RANA SIRTANJEE AND KOOER HALLAJEE OF POREBUNDUR, renouncing in future PIRACY and all RIGHT to WRECKS.

Be it known to all that we, Rana Sirtanjee and Kooer Hallajee of Porebundur, in order to afford the fullest testimony of respect and attachment to the Honourable Company, do engage and bind ourselves, our heirs and successors, to observe the following Articles of Agreement concluded by us, Rana Sirtanjee and Kooer Hallajee of Porebundur, on our part, and by Major Alexander Walker on the part of the Honourable Company :—

ARTICLE 1.

Whereas the duty of protecting those who travel or trade by land extends equally to those who travel and trade by sea, we, Rana Sirtanjee and Kooer Hallajee of Porebundur, do in like manner for ourselves, our heirs and successors, engage not to permit, instigate, or connive at any act of piracy being committed by any person under our authority, or subject to our control, nor shall those who follow the profession of piracy receive protection or assistance in our ports. We do also bind ourselves to the relinquishment of the practice of adding to the distress of the unfortunate, and will accordingly afford every possible assistance to the vessels in distress, and renounce all claims to wrecks to which an owner capable of proving his right may appear.

ARTICLE 2.

The Honourable Company's vessels and subjects shall at all times have admission into our ports for the purposes of carrying on freely trade and commerce ; and those merchants and traders who are subject to our authority shall in like manner be allowed to visit and to trade in the countries and harbours of the Honourable Company.

ARTICLE 3.

It is further agreed to by us that to prevent all future causes of dispute or misunderstanding, the Honourable Company may appoint an agent to reside at Porebundur, and from time to time cause one of their (Company's Sircar) vessels to visit the port and make such inspections as may be necessary to ascertain that all these Articles are observed inviolably.

No. LXXV.

ARTICLES of ENGAGEMENT from RANA SIRTANJEE and KOOER HALLAJEE of POREBUNDUR to the HONOURABLE COMPANY, dated the 5th December 1809.

ARTICLE 1.

Rana Sirtanjee and Kooer Hallajee agree to cede to the Honourable Company one half of the port of Porebundur, with a full participation in all its rights.

ARTICLE 2.

In consideration of the above cession the Honourable Company engage to take upon themselves the satisfaction of a part of the claims of the Guikwar Government on Porebundur equal to the amount of Rupees (50,000) fifty thousand.

ARTICLE 3.

For the amount so advanced Rana Sirtanjee and Kooer Hallajee engage and do hereby transfer to the Honourable Company a mortgage, until the said Rupees 50,000, with its interests at 9 per cent. per annum, be fully paid.

ARTICLE 4.

The above arrangement places the State of Porebundur under the Bahandary and protection of the Honourable Company, who will assist and protect the rights and interests of Rana Sirtanjee and Kooer Hallajee in all just cases, and for this purpose they will station a Captain and 100 men in Porebundur.

ARTICLE 5.

The demands of the Rana of Porebundur on the Kamdars and others, and the demands of other places on Porebundur, will be decided by the Honourable Company in conformity to justice. The Rana Sirtanjee and Kooer Hallajee engage to abide by the Company's arbitration.

ARTICLE 6.

The above engagement is permanent between the Rana Sirtanjee, Kooer Hallajee, Kooer Prutheeraj, and their heirs and descendants, for

ever, on one part, and the government of the Honourable Company on the other.

Done at Porebundur, 5th December A. D. 1809, corresponding with the 13th Kartick Vud 1866 Sumwut.

SAHEE, in the handwriting of SIRTANJEE,
Rana of Porebundur.

No. LXXVI.

AGREEMENT passed by F. S. P. LELY, Esq., ADMINISTRATOR of the STATE of PORBANDAR, on behalf of RANA SHRI VIKMATJI, to LIEUT.-COL. WODEHOUSE, ACTING POLITICAL AGENT in Kathiawar, representing the British Government, for the abolition of customs duties on vessels of the Navanagar State touching at ports in the Porbandar State but not discharging cargo.

Whereas the State of Porbandar used to levy at its ports customs duties on all vessels belonging to the merchants of the State of Navanagar, touching at the said ports but not discharging cargo, and whereas such levy now appears to the Porbandar Administration obnoxious to trade, the Administrator agrees as follows on behalf of Rana Shri Vikmatji:—

F. S. P. Lely, Esq., Administrator of the State of Porbandar, in consideration of a corresponding agreement made by the State of Navanagar, hereby agrees for Rana Shri Vikmatji, his heirs and successors, so long as the corresponding agreement be observed, not to levy any customs duties upon vessels of the Navanagar State, which may touch without discharging cargo at any of the ports in the Porbandar State.

PORBANDAR, *The 2nd March 1887.* (Sd.) F. S. P. LELY, *Administrator, Porbandar State.*

RAJKOT, *The 5th November 1887.* (Sd.) CHARLES WODEHOUSE, *Colonel, Political Agent, Kathiawar.*

This agreement was approved and confirmed by His Excellency the Viceroy and Governor-General in Council.

FORT WILLIAM, *The 20th January 1888.* (Sd.) W. J. CUNINGHAM, *Offg. Secy. to the Govt. of India, Foreign Dept.*

No. LXXVII.

Adoption Sanad granted to the Rana of Porbandar,—1890.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs the adoption by yourself and future Rulers of your State of a successor according to Hindu law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligation to the British Government.

Simla,
The 23rd June 1890.

(Sd.) Lansdowne,
Viceroy and Governor-General of India.

Similar sanads were granted to the Chiefs of Dhrangadra, Morvi, Lunawara, Sunth, Bariya, Chhota Udaipur, Jawhar, Dhrol, Limri, Palitana, Wadhwan, and Wankaner.

No. LXXVIII.

Arrangement for the Settlement of Disputes between the States of Morvi and Cutch,—1904.

Sanad.

Whereas certain disputes have for a long period existed between the States of Cutch and Morvi regarding their respective rights and interests in the Cutch peninsula and in Kathiawar and in the creek and lands intervening between either shore, and whereas Mr. R. M. Kennedy, I.C.S., who was appointed Commissioner to value the said respective rights and interests, made certain proposals for an exchange between the two States with a view to the final settlement of the said disputes, and whereas these proposals have been approved and confirmed by Her Majesty's Secretary of State:

The Governor-General in Council has, pursuant to the decision of Her Majesty's Secretary of State, communicated in his Despatch No. 13 of 8th February 1900, ordered the following arrangements for the purpose of giving effect to the said decision:—

1. The Cutch and Morvi States respectively will, subject always to any rights and interests appertaining to the Paramount Power, have and hold their several coasts with riparian rights, rights of

customs and all other rights and interests free each from any interference or obstruction by the other, on either side of a line drawn as follows :—namely, commencing from the Gulf of Cutch the line runs along the centre of the Hansthal creek, then from where Chach Nes joins the Hansthal along the centre of Chach Nes, right up to the present termination of Chach Nes at the point marked A on the accompanying map, which point A lies on a straight line between Vandhia village site and Tonk Hill, approximately equidistant (six and a half miles) from either: eastward of point A the line runs along the centre of the Runn equidistant from the Cutch and Morvi shores; the channels of Hansthal and Chach Nes are neutral.

2. On the Cutch side of this line the six villages of Adhoi, Halrae, Rampura, Wastwa, Gamrao, and Gharana will belong to the State of Morvi with no special privileges of trade but with the same rights that are enjoyed by many Native States holding small territories surrounded by British districts; while the rights of the Morvi State in the villages of Amardi, Janghi, Chandrodi, and Laliana Pati will be extinguished and the said villages will belong exclusively to the Cutch State.

3. On the Morvi side of the line the Morvi State will hold and enjoy all rights hitherto enjoyed or claimed by the Cutch State in the port of Vavania and all the maritime rights of Cutch in the territorial waters of Morvi.

No. LXXIX.

AGREEMENT entered into by the GONDUL DURBAR for the CONSTRUCTION of a TELEGRAPH LINE,—1874.

Whereas the State of Gondul is desirous of having a line of telegraph constructed from Rajkot to Dhorajee *viâ* Gondul, to be worked in connection with the British lines of telegraph, the following terms are agreed upon by Colonel William Warden Anderson, Political Agent in Kattywar, on the part of the British Government, duly empowered by the Viceroy and Governor-General of India in Council on that behalf, and by Captain Augustus Marshall Phillips, Assistant Political Agent in charge Gondul, duly empowered by the Administration of Gondul on that behalf:—

1. The British Government agrees to construct for the Gondul State a line of telegraph, consisting of one wire, to be carried on standards to be erected between Rajkot and Dhorajee *viâ* Gondul, at a cost of Rupees (31,200) thirty-one thousand and two hundred, more or less, and the State of Gondul

agrees to pay to the British Government the cost of the line as the money may be required.

2. The receipts obtained by the opening of the Gondul and Dhorajee Telegraph Offices shall belong exclusively to the British Government, who shall defray the entire cost of repairing, maintaining, and working the telegraph line between Rajkot and Dhorajee *viâ* Gondul; but when the receipts of the Office fall short of the cost of repairs, maintenance, and working, the State of Gondul agrees to make good the deficiency; should there, on the other hand, be a surplus left after payment of all expenses, such surplus shall be handed over by the British Government to the State of Gondul.

3. With the consent of the Governor-General in Council extra wires may at any time be added by the Telegraph Department for the Gondul State on terms and conditions to be agreed upon at the time between the Gondul State and the Government of India.

4. The line shall be called "The Gondul-Dhorajee Branch Telegraph Line," and shall be managed and worked entirely by the officers of the British Telegraph Department. It shall not be dismantled without the consent of the British Government, but should it at any time be given up, the materials of which it is composed shall become the property of the Gondul State.

5. The accounts of the telegraph line shall be rendered yearly to the State of Gondul, and the balance shall be adjusted without delay.

6. The State of Gondul agrees to apply to the Gondul-Dhorajee line the provisions of the British Telegraph Act VIII of 1860, and such other Acts or legal provisions as have been, or may hereafter be, passed by the British Government with reference to the telegraphs.

7. The State of Gondul agrees to apply to the Gondul-Dhorajee Telegraph line any Rules or Regulations that are now, or may hereafter be, made applicable to lines of telegraph in British India. The British Government will undertake to furnish the Gondul State with accurate translations of such Acts, Rules, and Regulations.

8. The State of Gondul agrees that the Gondul-Dhorajee Telegraph line shall be open to the inspection and supervision of the Director-General of Telegraphs and of any officer deputed by him for that purpose.

(Sd.) W. W. ANDERSON, *Colonel*,
Political Agent.

GONDUL,
The 11th July 1874.

(Sd.) A. M. PHILLIPS, *Capt.*,
Asst. Poltl. Agent, incharge Gondul State,
for *Thakor Saheb Bhugwutsingjee.*

No. LXXX.

AGREEMENT between THAKOR SAHEB SHRI BHAGWATSINGJI, Chief of Gondal, in Halar, and COLONEL JOHN W. WATSON, Political Agent in Kathiawar,—1886.

Whereas it has been considered expedient by the British Government to transfer its civil station from Manekvada within the limits of the Junagad State to Jetalsar within the limits of the Gondal State ;

And whereas a certain plot of ground forming the piece and parcel of land hereinafter specified and situate in the village of Jetalsar of mahal Dhoraji of the Gondal State is required to be occupied by the British Government for the purpose of establishing the said civil station thereon ;

And whereas the Thakor Saheb of Gondal is willing to assist the British Government in this behalf ;

The said Thakor Saheb of Gondal agrees to assign, on payment of the annual rent specified below, the said plot of ground unto the Government of Bombay for as long as it may be required by that Government for the purpose of a civil station, subject to the conditions hereinafter mentioned and agreed to by both parties to this agreement.

The land in question measures 550 acres, as per map appended ; the boundaries are as follows :—on the north-west the land of moje Mandlikpar belonging to the Junagad State and the line of the Bhavnagar-Gondal Railway ; on the south and south-west the land of moje Sankhli belonging to the taluka of Jetpur and the land of moje Mandlikpar belonging to the Junagad State ; and on the north-east the proposed line of the Railway extension from Jetalsar to Veraval.

The sum of Rs. 1,800 shall be paid annually as rent for this land by the British Government to the Gondal State, and the whole plot in question is to be at the absolute disposal of the British Government during occupancy.

The right to cut wood or graze cattle in the said land shall vest in the British Government, but no privilege of cutting wood or grazing cattle or in any way making use of any other Gondal land outside the limits of the land hereby assigned to it by this agreement shall be claimed by the British Government or the residents of the new station.

The civil and criminal jurisdiction in respect of all causes of action that may arise or of all crimes that may be committed within the limits of the land hereby assigned to the British Government shall vest in the British Government. But it is understood and agreed by both parties to this agreement that this is in no way to affect the jurisdiction of the Gondal State in respect of all civil actions the cause of which may arise or of all crimes which may be committed outside the limits of the land hereby assigned to the

British Government, but within the limits of the Gondal State ; and that the inhabitants of the Gondal State who may reside or live in the new station or possess property therein are not to be thereby entitled to any assistance from or protection by the British Government.

The authorities in the new station are not to possess any right of forced labour or any privilege of making requisitions for the service of artizans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from other tributatry States.

Certain custom duties called "Mandvi" are now levied by the Gondal State on all articles of trade exported from and imported into the village of Jetalsar. These the Gondal State shall continue to levy in the village of Jetalsar as well as on goods exported from the new civil station, subject to such variations and modifications in rates, &c., as the Gondal State may from time to time think advisable to make, with this reservation, however, that no increase of the custom dues on goods exported from the civil station shall be made without the consent of the Political Agent, and that the rates and rules for the levy of these dues shall always be uniform for the Jetalsar village and the new civil station.

It is agreed between both parties to this agreement that should it be found necessary by the British Government hereafter to expand the station beyond the limits of the land hereby assigned to it, the expansion shall be made by the British Government taking, and the Gondal State giving, such further land of the Jetalsar village as may be convenient to both parties, and on such conditions as may be agreed upon between them at the time. The station shall not be extended under any circumstances by taking up any land belonging either to the Junagad State or the Jetpur Taluka.

It is further agreed between both parties to this agreement that should the British Government find it expedient at any time to relinquish the occupancy of the land hereby assigned to it by removing the station elsewhere or otherwise, the land must be returned to the Gondal State and to no other, on condition that while the Gondal State would not thenceforward be entitled to claim and receive from the British Government the annual rental thereof, the British Government would not be entitled to claim and receive from the Gondal State the cost or rent or any set-off whatever in respect of the buildings and other properties constructed and standing thereon at the time of such relinquishment.

The right of levying excise duty on spirituous liquors, both country and foreign, on opium and on bhang, ganja and other intoxicating drugs within the limits of the land hereby assigned to it shall vest in the British Government, but it is agreed that the liquor and other contractors' licenses or farms are not to extend beyond the limits of the civil station.

Should a cotton market be established hereafter within the limits of the new station, the question of its maintenance and of any consequent change

in the rates of Mandvi dues on cotton levied by the Gondal State shall be dealt with in, and from the subject of, a fresh agreement.

EDINBURGH,
The 28th July 1886.

(Sd.) BHAGWATSINGJI,
Thakor Saheb, Gondal.

(Sd.) CHARLES WODEHOUSE, *Lieut.-Colonel,*
Acting Political Agent;

RAJKOT,
The 11th October 1886.

For Colonel JOHN WHALEY WATSON,
Political Agent, Kathiawar.

No. LXXXI.

ADOPTION SANAD granted to the THAKOR SAHEB of GONDAL,—1889.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future Rulers of your State of a successor according to Hindu Law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

SIMLA,
The 1st August 1889.

(Sd.) LANSDOWNE,
Viceroy and Governor-General.

No. LXXXII.

ARTICLES of AGREEMENT with SEEDEE HILLOL, on the part of himself and the INHABITANTS of JAFFERABAD, dated the 3rd January 1761.

Seedee Hillol professes himself a servant of Seedee Yacood Khan, of Jinjeerah, and faithfully promises obedience to all lawful orders of the said Yacood Khan and his successors.

Seedee Hillol having received many favours from the Honourable English Company, and being promoted to the Foujdary of Jafferabad by their interest and intercession with his master, Seedee Yacood Khan, to testify his gratitude to them, and to promote the welfare of the inhabitants of Jafferabad, has entered into the following Articles as the foundation of a firm and lasting peace, *viz.* :—

ARTICLE 1.

That a strict friendship is now entered into between the English in all parts of India and the inhabitants of Jafferabad, *alias* Musafarabad.

ARTICLE 2.

That no boats or vessels, with English passes and colours, shall be molested on the high seas, or elsewhere, by those of Jafferabad ; and all Jafferabad trading boats, with Seedee Hillol's pass and colours, be treated as friends by the English.

ARTICLE 3.

All boats and vessels of both parties, being in distress, and going into the ports of one another, shall have all possible assistance afforded them, and liberty given to go away when they please, as is customary between friends.

ARTICLE 4.

That the merchants of Bombay and Jafferabad have free liberty of trade to those and all other parts under their respective jurisdictions on paying such duties as are established now or may hereafter be settled.

ARTICLE 5.

That the Honourable Company's cruisers shall not be subject to anchorage, or any other fees of that nature, paid by merchants' boats.

ARTICLE 6.

The inhabitants of the adjoining country of Jafferabad often making use of the name of Jafferabad merchants, to get the Honourable Company's pass and afterwards employ their boats in pirating, it is agreed that Seedee Hillol shall give letters to merchants only, and those such as he is well assured are fit to be trusted ; and that none but such as produce his letters shall have the Honourable Company's pass granted them.

ARTICLE 7.

Seedee Hillol promises not to give his pass to any of the Jafferabad cruising boats, not to those of Sultanpore, or any pirates whatever.

ARTICLE 8.

In case any Jafferabad boats are taken or detected in molesting, seizing or plundering any vessel, with English pass and colours, the Honourable Company may treat such boats and their crews in what manner they please.

ARTICLE 9.

That Seedee Hillol will use his best endeavours to supply Bombay with live cattle, whenever occasion may require, they being paid for on delivery.

ARTICLE 10.

As Seedee Hillol is desirous of increasing the trade of Jafferabad, he has requested that the merchants of that place who shall procure his pass may be permitted to trade to Surat with freedom, and enjoy the privileges granted them many years since : it is agreed that the Honourable the President and Council shall recommend to the Chief and factors at Surat to procure from the government a full and free permission for their trading thither, and enjoying all their ancient privileges, taking care that they meet with no oppressions whatever.

ARTICLE 11.

Seedee Hillol faithfully promises to use his endeavours to bring the Sultanpore Koolies to Articles of Agreement not to molest the ports of Broach Jamboseer, Cambay, Gogo, &c. ; and in case the Koolies will not be prevailed upon in this point, Seedee Hillol engages to join with us in an expedition against them ; he with his land forces, and we with our fleet.

ARTICLE 12.

The city of Surat and the town of Bhownuggur being under the protection of Surat Castle, now in possession of the Honourable Company, by virtue of the King's royal Firman, the merchants and inhabitants of both places are comprehended in this Treaty ; therefore, should they be treated with violence in their trade or persons by the Jafferabad boats or forces, the Honourable Company will resent it.

ARTICLE 13.

In case any vessels or boats shall be wrecked on the coast of Jafferabad or anywhere within its jurisdiction, belonging to the English, Seedee Hillol faithfully promises that all assistance shall be given suitable to the occasion ; and should their vessels, their cargoes, sails, stores, etc., afterwards be saved every article shall be restored to the owners, without his detaining or keeping the least part thereof, under any pretence whatever ; and the Honourable Company engage to do the same by any trading vessels or boats belonging to Jafferabad, which may have Seedee Hillol's pass and colours, and meet with the like misfortune in any port or place of their jurisdiction.

In confirmation of the foregoing Articles, the seals of the Honourable Company and Seedee Hillol are affixed to two papers, of the same tenor and date, one to remain with the Honourable the President and Council of Bombay, and the other with Seedee Hillol.

Bombay, the 3rd January 1761 or the 25th of Jamudilavul 1174.

No. LXXXIII.

AGREEMENT between the REGENT LADY NANEEBA on behalf of THAKOOR JHAREJA BAWAJEE of RAJKOT in HALLAR (a minor) and MAJOR R. H. KEATINGE, V.C., POLITICAL AGENT in KATTYWAR,—1863.

ARTICLE 1.

The Rajkot Thakoor, for the purpose of assisting government in establishing a civil station on its own ground at Rajkot, willingly assigns to the officers of the Government of Bombay, in perpetuity, a spot of ground situated on the west or left bank of the Ajee river.

ARTICLE 2.

A map of the land, which measures about 385 acres, is appended.

ARTICLE 3.

The west half of the river-bed, where it touches the station land, is to be considered to belong to the latter.

ARTICLE 4.

Certain garden lands situated within the station limits, measuring 89,890 square yards, to the extent of ten kos (water-bags) irrigation on three wells, granted in charity to certain brahmins, shall be continued in the holder's possession in enam tenure, but the same shall be considered as included within the station jurisdiction.

ARTICLE 5.

The sum of Rupees (1,500) one thousand five hundred as compensation for the loss sustained by the Rajkot State is to be permanently deducted from the tribute payable by Rajkot to the British Government. The whole of this plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds, with the exception of the garden grants referred to in the foregoing Article.

ARTICLE 6.

No privilege of grazing cattle, or of in any way making use of any Rajkot land outside the limits assigned, is to be claimed by the authorities or the inhabitants of the civil station.

ARTICLE 7.

A site of not less than fifty yards square is to be given to the Rajkot Durbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

ARTICLE 8.

It is to be understood by both parties that the establishment of this civil station in the vicinity of Rajkot is not in any way to affect the civil jurisdiction of the Rajkot State, and that the inhabitants of Rajkot, who may live in the civil station, or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arisen in the Rajkot territory.

ARTICLE 9.

In the same manner the criminal jurisdiction of the Rajkot State is not in any way to be prejudiced or curtailed by the establishment of the civil station ; but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other tributary States of equal rank and position.

ARTICLE 10.

The authorities in the civil station are not to possess any right to forced labour or any privilege of making requisitions for the services of artizans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from the other tributary States.

ARTICLE 11.

The right of the Durbar to take transit duty on goods passing into or leaving the station to the extent sanctioned by the custom of the country is allowed. This duty must, however, cease if it should be generally relinquished in the province.

ARTICLE 12.

The Durbar are not to possess the right of levying this transit duty in the civil station limits, but it is understood that they will be allowed to do so as long as their officers do not give trouble or cause inconvenience to the controlling authority. In the latter case the duty must be collected outside the station limits.

ARTICLE 13.

In case that government should at any time abandon the station, the land must be returned to the Rajkot State, and not to any other talooka; and the payment of Rupees (1,500) one thousand five hundred yearly to be made on the part of British Government must cease. But, under such circumstances, no claim is to be made on the Durbar for the value of the buildings constructed upon the land.

ARTICLE 14.

A passage shall be left on the bank of the river along which cultivators and cattle of the town of Rajkot shall be allowed freely to pass.

ARTICLE 15.

An assistant officer is to have charge of the Agency Bazar in order that appeal from either party may lie in the Political Agent's Court.

ARTICLE 16.

No person shall be enticed into the civil station, but once permanently residing there will cease to be subject to the Rajkot Durbar. Such residence will not give any claim to the protection of the Agency regarding landed and other property within the jurisdiction of the Rajkot Durbar.

ARTICLE 17.

Claims regarding robberies occurring within the station limits shall be disposed of according to the general custom of the country.

ACTICLE 18.

At the special request of the Rajkot Durbar, it is agreed that no persons are to be allowed to fish in the Ajee river opposite the town of Rajkot, or for one mile up stream, or in that portion of the small stream on the north of the town from the bridge to where it joins the Ajee river.

(True copy.)

RAJKOT,
25th September 1863.

(Sd.) R. H. KEATINGE,
Political Agent.

No. LXXXIV.

ADOPTION SANAD granted to the THAKUR of RAJKOT,—1890.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be

perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, the adoption by yourself and future rulers of your State of a successor according to Hindu Law and to the customs of your race will be recognised and confirmed.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the Treaties, Grants or Engagements which record its obligations to the British Government.

CALCUTTA, *The 16th December 1890.* } (Sd.) LANSDOWNE, *Viceroy and Governor-General of India.*

No. LXXXV.

AGREEMENT between RAJ SINGJEE THAKOOR of WUDWAN, in JHALAWAR, and MAJOR R. H. KEATINGE, V.C., POLITICAL AGENT in KATTYWAR,—1864.

The Thakoor, for the purpose of assisting Government in the administration of the district of Jhalawar willingly assigns to the officers of the Government of Bombay, in perpetuity, a spot of land situated on the north or left bank of the river Bhogowa opposite the village of Ruttunpore, for the purpose of establishing a British station.

The land measures about 1,760 yards, or one mile east and west, and one thousand yards north and south. A map of the ground is appended.

The northern half of the river-bed, where it touches the station land, is to be considered to belong to the latter.

The sum of Rupees 2,250 (two thousand two hundred and fifty) as compensation for the loss sustained by Wudwan in assigning this land, is to be permanently deducted from the tribute payable by Wudwan to the British Government. The whole of this plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds.

No privilege of grazing cattle, or of in any way making use of any Wudwan land outside the limits assigned, is to be claimed by the British authorities or the inhabitants of the station.

A site of not less than fifty yards square is to be given to the Wudwan Durbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

It is understood by both parties that the establishment of this station in the vicinity of Wudwan is not in any way to affect the civil jurisdiction of

the Wudwan State; and that inhabitants of Wudwan, who may live in the station or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arisen in the Wudwan territory.

In the same manner the criminal jurisdiction of the Wudwan State is not in any way to be prejudiced or curtailed by the establishment of the station; but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other tributary States of equal rank and position.

The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisitions for the service of artizans. In time of necessity, carriage must, however, be furnished according to the same scale that it may be demanded from other tributary States.

Certain custom duties are levied in the city of Wudwan, as in other cities under native rule, on all goods that change hands or are stored within the walls, but goods merely passing through in transit from one place to another only pay "cheela" or transit duty.

The authorities of Wudwan having expressed a fear that in case of merchants establishing themselves in the station, and their having no right to custom duty on their trade, these collections in Wudwan might be very injuriously affected, it has consequently been agreed—

1. That the Wudwan Durbar is to take no *Dan Zucaat* or any description of custom duty on grain, merchandise, cattle, forage, or fuel passing into the station for the use of the inhabitants.

2. On all such articles leaving the station, the Durbar may collect a custom duty according to the separate statement annexed.

3. In case the Durbar should hereafter lessen their customs duty in Wudwan, a proportional decrease is to take place in the rates levied on the departure of goods from the station, but no increase is to be made to the rates levied on station goods without the consent of the Political Agent or other chief civil authority in Kattywar.

4. The Durbar are not to possess the right of levying this duty in the station limits, but it is understood that they will be allowed to do so as long as their officers do not give trouble or cause inconvenience to the controlling authority. In the latter case the duty must be collected outside the station limits.

5. As a portion of the land taken for the station belongs to the town of Doodrej, the Durbar is to pay seven per cent. of its collections under this agreement to the proprietors of that place.

The right of the Durbar to take transit duty on goods passing into or leaving the station to the extent sanctioned by the customs of the country, is allowed. This duty must, however, cease if it should be generally relinquished in the province.

In case that government should at any time abandon the station, the land must be returned to the Wudwan State, not to any other talooka, and the payment of Rs. 2,250 (two thousand two hundred and fifty) yearly to be made on the part of the British Government must cease, but, under such circumstances, no claim is to be made on the Durbar for the value of the buildings constructed upon the land.

At the special request of the Thakoor, it is agreed that no persons are to be allowed to fish in the Bhogowa river opposite the city of Wudwan, or for one mile east or west from its walls.

(Sd.) R. H. KEATINGE,
Political Agent.

Statement showing the amount of Import and Export Duties fixed to be levied in the Wudwan Talooka.

No.	Name of Articles.	Per	Amount now fixed on account of import and export duties in small maunds.	Amount to be levied in maunds of 1,000 tolas.	REMARKS.
1	Grain	Kulsee . .	1 8 0	1 14 0	
	Tull or oil seed				
2	Toor, Daul and Rice	Maund .	0 2 0	0 2 6	
	Sugarcandy, Sugar soft, Betelnuts, Tobacco, Jaggery, dry Dates, wet Dates, Dhuna, Cummin, Chillies, Iron, Moura, etc. . .				
3	Cotton Seeds	Six maunds	0 2 0	0 2 6	
4	Ghee	Maund . .	0 3 0	0 3 9	
	Cussoomba, Soorungee, Wax, etc. . . .				
5	Oil	Ditto . .	0 2 6	0 3 0	
	Khankun, Alum, Putung, and Pudwas . .				
6	Cocoanuts	Hundred .	0 3 0	0 3 0	
7	Copper, Brass, Jussut, or Pewter, Tin, Kansa, Lead, and Vessels made of . . .	Maund .	0 4 0	0 5 0	
	Cotton				
8	Cardamoms, Cloves, Zavuntree, Nutmegs, Cinnamon, etc., Asafœtida and Kessur .	Ditto . .	1 8 0	14 0	
	Silk				
9	Ivory	Ditto . .	0 12 0	0 15 0	
10	Cotton Pods, with cotton in	20 maunds .	1 3 0	1 4 0	
11	Carts conveying materials for houses, Dhollios or cots, etc.	Each cart .	0 8 0	0 8 0	

Statement showing the amount of Import and Export Duties fixed to be levied in the Wudwan Talooka—concld.

No.	Name of Articles.	Per	Amount now fixed on account of import and export duties in small maunds.	Amount to be levied in maunds of 1,000 tolas.	Remarks.
12	Carts conveying mangoes	Each cart .	1 4 0	1 4 0	and ¼ mannd of mangoes.
13	Plantains and sugarcanes	Ditto . .	0 4 0	0 4 0	and 50 plantains and 15 sugarcanes.
14	Cotton thread	Maund . .	0 6 0	0 7 6	
15	Silk cloth	Piece . .	0 2 0	0 2 0	
16	Country Cotton Cloth, coloured and uncoloured, and also Hides	Ditto . .	0 0 3	0 0 3	
17	Europe Cloth, Mudapolums, etc. . . .	Ditto . .	0 0 9	0 0 9	
	The maund is to be counted at 40 seers of 40 tolas each for all goods	.....	.....	.....	
	A kulsee is to be counted thirty maunds .	.....	.....	.....	

RAJKOT:
7th January 1864.

(Sd.) R. H. KEATINGE,
Political Agent.

No. LXXXVI.

ENGAGEMENT passed by MAJOR R. H. KEATINGE, V.C., POLITICAL AGENT in KATTYWAR, to KURSUNSUNG, GOVINDSUNG, and UMERESUNG, BHOOMIAS of the VILLAGE of DOODREJ in JHALAWAR,—1864.

The officers of government requiring a small piece of land, measuring about twenty-five acres, on the borders of your village, for the purpose of establishing a station, it is agreed that you are to receive as compensation for it a remission of your tribute to the amount of Rupees (250) two hundred and fifty yearly.

The whole of the plot of land is to be at the absolute disposal of the British officers, no person having any proprietary right or right of cultivation within its bounds.

No privilege of grazing cattle, or in any way making use of any land under Doodrej, beyond the plot now treated of, is to be claimed by the British authorities under this engagement.

A site of not less than twenty-five yards square is to be given to the proprietors of Doodrej in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

The Bhoomias of Doodrej are, whilst they conduct themselves with propriety, to enjoy the same privileges in all matters connected with the administration of justice that is accorded to other persons of the same rank and position.

The authorities in the new station are not to possess any right of forced labour, or any privilege of making requisitions for the service of artizans. In time of necessity carriage must, however, be furnished according to the same scale that it may be demanded from other Tributary States.

The proprietors of Doodrej are not to possess any right of levying Dan Zucaat or any other custom duty on food, merchandise, cattle, forage, or fuel entering or leaving the station, but they may claim to receive from the Wudwan State seven per cent. of the collections which may be made by that Durbar, under the terms of an agreement concluded with them under this date.

The right of the Bhoomias to take transit duty on goods passing into or leaving the station to the extent sanctioned by the customs of the country, is allowed. This duty must, however, cease if it should be generally relinquished in the province.

In case that government should at any time abandon the station, this land must be returned to the Bhoomias of Doodrej, not to any other persons, and the payment of Rupees (250) two hundred and fifty yearly to be made on the part of the British Government must cease ; but under such circumstances, no claim is to be made on the Bhoomias of Doodrej for the value of the buildings constructed upon the land.

RAJKOT:
7th January 1864.

R. H. KEATINGE,
Political Agent.

No. LXXXVII.

AGREEMENT between RAJSINHJI, THAKOR SAHEB of WADHWAN in JHALAWAD, and MAJOR R. H. KEATINGE, V.C., Political Agent, KATHIAWAR, 1864, as amended by AGREEMENT between THAKOR SAHEB BALSINGHJI CHANDRASINHJI of WADHWAN and COLONEL J.M. HUNTER, C.S.I., Political Agent, KATHIAWAR, on the part of the BRITISH GOVERNMENT,—1899.

The Thakor Saheb, for the purpose of assisting Government in the administration of the district of Jhalawad, willingly assigns to the officers of

the British Government, in perpetuity, a spot of land situated on the north or left bank of the river Bhogava, opposite the village of Ratanpur, for the purpose of establishing a British Station.

2. The land measures about 1,760 yards or one mile east and west, and one thousand yards north and south. A map of the ground is appended.

3. The northern half of the river bed, where it touches the station land, is to be considered to belong to the latter.

4. The sum of Rs. 2,250 (two thousand two hundred and fifty) as compensation for the loss sustained by Wadhwan in assigning this land is to be permanently deducted from the tribute payable by Wadhwan to the British Government. The whole of this plot of land is to be at the absolute disposal of the British Officers, no person having any proprietary right or right of cultivation within its bounds.

5. No privilege of grazing cattle, or of in any way making use of any Wadhwan land outside the limits assigned, is to be claimed by the British authorities or the inhabitants of the station.

6. A site of not less than fifty yards square is to be given to the Wadhwan Darbar in a favourable position, free from all rent or other charges, to admit of the construction of a house and offices.

7. It is understood by both parties that the establishment of this station in the vicinity of Wadhwan is not in any way to affect the civil jurisdiction of the Wadhwan State; and that inhabitants of Wadhwan, who may live in the station, or possess property in it, are not to be thereby entitled to assistance from the British authorities in cases in which the cause of action has arisen in the Wadhwan territory.

8. In the same manner the criminal jurisdiction of the Wadhwan State is not in any way to be prejudiced or curtailed by the establishment of the station; but that State is to continue to enjoy the same privileges of civil and criminal jurisdiction that may be continued to other Tributary States of equal rank and position.

9. The authorities in the new station are not to possess any right of forced labour or any privilege of making requisitions for the service of artizans. In time of necessity, carriage must, however, be furnished according to the same scale that it may be demanded from other Tributary States.

10. Certain custom duties are levied in the city of Wadhwan, as in other cities under native rule, on all goods that change hands or are stored within the walls.

11. The authorities of Wadhwan having expressed a fear that in case of merchants establishing themselves in the station and their having no right to custom duty on their trade, these collections in Wadhwan might be very injuriously affected, it has consequently been agreed :—

I.—In lieu of the export duty on goods leaving the civil station secured to the Wadhwan Darbar by the Agreement of 1864, the Darbar

shall receive from the Wadhwan Civil Station Fund, through the Political Agent, an annual payment of Rs. 5,000.

II.—In consideration of the above payment the Darbar shall have no claim to custom duty of any kind on goods entering or leaving or in the civil station.

III.—The above annual payment shall be due from the year 1898-99, and shall be paid annually in two equal instalments on the 1st October and the 1st April for the preceding six months.

IV.—The Wadhwan Darbar having received arrears of customs duty from the year 1888 to 20th January 1896, at the rate of Rs. 3,000 per annum, arrears at the same rate will be paid up to the 31st March 1898.

V.—As a portion of the land taken for the station belongs to the taluka of Dudhrej, the Darbar is to pay to the said taluka, through the political authorities, seven per cent. on the above annual sum of Rs. 5,000 from 1898-99, and on the arrears to be paid to Wadhwan under this Agreement.

12. The plot of land measuring 1·83 acres ceded by the late Chief of Wadhwan Thakor Saheb Dajiraj to the civil station authorities as a settlement of Kumbhars and Bharwars at a yearly rental of Rs. 18-9-7, will remain under the officers of the British Government, subject to the above rental, on the same terms as the civil station land ceded in 1864.

13. In case that Government should, at any time, abandon the station the land must be returned to the Wadhwan State, not to any other taluka, and the payments of Rs. 2,250 (two thousand two hundred and fifty) referred to in paragraph 4 and Rs. 18-9-7 (rupees eighteen, annas nine and pies seven) referred to in paragraph 12 and Rs. 5,000 (five thousand) referred to in paragraph 11 (I) shall cease, but, under such circumstances, no claim is to be made on the Darbar for the value of the buildings constructed upon the land.

14. At the special request of the Thakor it is agreed that no persons are to be allowed to fish in the Bhogawa river, opposite the city of Wadhwan, or for one mile east or west from its walls.

RAJKOT: *The 4th September 1899.*

(Sd.) J. M. HUNTER, *Lieut.-Col.*,
Political Agent in Kathiawar.

The 4th September 1899.

(Sd.) BALSINGHJI,
Thakore Saheb of Wadhwan.

Approved and confirmed by the Government of India.

By order,
(Sd.) W. J. CUNINGHAM,
Secretary to the Government of India.

The 10th January 1900.

No. LXXXVIII.

AGREEMENT entered into by the THAKOOR of MALLIA,—1863.

I, Jadeja Suttaji, talookdar of Mallia, do hereby enter into agreement with Major Keatinge, Political Agent of Kattywar, that during the interviews of the 18th and 20th December you informed me that you were dissatisfied with the working of the Mallia thana, and that you intended to make an effective arrangement for its better working. Whereupon I requested you that I should once more be trusted with the affairs of the Meenas and the management of the thana; and I now bind myself that should my request be granted I will adopt the following arrangement and act accordingly:—

1. I will keep the Meenas under control and will also put a stop, as far as possible, to their habits of thieving, house-breaking, etc. Should they, however, commit mischief to any person or talooka, I will amicably satisfy the injured parties in accordance with the practice in force for the time being sanctioned by the Political Agent.

2. I will cause a thana-building to be erected at Mallia on the plan prescribed by the Political Agent for similar buildings in other parts of Kattywar. The same shall be substantially built at once, and for this purpose I will place Rupees 5,000 in deposit with the Agent's treasury or with any Banker named by him; and on commencement of the work the sums that may be required from time to time should be paid to me by Government. The building will be constructed on the said plan and the account of the cost thereof will be shown if required. Any sum that may remain unexpended on completion of the building should be refunded to me.

3. I will employ and permanently keep up the following establishment for the thana, and their salaries shall always be paid to them as detailed below. I will employ educated and respectable persons as thandar and his karkoon:—

	Rs.	*a.*	*p.*
Pay of Thandar	60	0	0
„ of Mehta	30	0	0
„ of Duffedar	15	0	0
„ of 12 Seebundee palas (footmen), at Rupees 7 each .	84	0	0
Contingencies	11	0	0
Rupees .	200	0	0

Besides the above I will station 15 chosen sowars in Mallia. The account of the disbursement of the salaries of the thana establishment will be shown to an officer of the Agency whenever he may ask for it, and I shall see that the men of the thana are always present on duty.

4. I agree that either myself or Koovur Modji will always be present in Mallia, and whichever of us will stay there will conduct business with the

Agency. If I station Koovur Modji there for the carrying out of this arrangement, he will be invested with full powers in connection with the affairs of the Meenas, so that he may not have to wait for any instructions from me; and after it is once settled which of us is to stay there he shall not be removed without the consent of an officer of the Agency.

5. The affairs in connection with the tribe of the Meenas are at present in the jurisdiction of the Agency. It being now proposed to entrust the same to my house, I agree that I will administer the same in accordance with the terms aforesaid. In case of my failure I agree that the Political Agency has a right to resume the said authority, and further that the criminal jurisdiction over all our villages inhabited by Meenas shall also be vested as a matter of right in the Agency.

6. For the above reasons the Political Agent has personally advised me that it would be detrimental to my interest if I were to allow the Meenas to spread over to the new villages beyond those into* which they are now living.

* *Sic in orig.*

Dated 21st December 1863.

Signed by JAREJA SUTTAJEE.

What is written above is true. Date as above.

Signature acknowledged before me this day at Mallia.

MALLIA:
The 21st December 1863.

R. H. KEATINGE,
Political Agent.

(True translation.)

(Sd.) KRISHNAJEE LUXMUN,
Actg. Asst. Poltl. Agent

III.—PALANPUR AGENCY.

The Palanpur Agency comprises the following:—(*a*) the two first class States of Palanpur and Radhanpur, the Chiefs of which have power to try for capital offences all persons other than British subjects; (*b*) the fourth class State of Tharad (including Morwada), in which the Chief has the power of passing sentences of three years' rigorous imprisonment and inflicting fines up to Rs. 5,000, and of trying civil cases up to the value of Rs. 10,000; (*c*) the fifth class State of Wao, in which the Chief exercises criminal powers up to sentences of two years' rigorous imprisonment and fines of Rs. 2,000, and can try civil cases up to the value of Rs. 5,000; (*d*) the following five thana circles, under each of which a number of petty States is grouped for purposes of civil and criminal jurisdiction, under thanadars who exercise the powers of a second class magistrate and power to try civil ceses up to the value of Rs. 500:—

(1) Wao (including Suigam).
(2) Warahi.
(3) Santalpur.
(4) Deodar (including Bhabhar and Terwara).
(5) Kankrej (including Thara).

A limited jurisdiction has been conferred on five of the principal petty Chiefs or estate holders in these thana circles.

The Chiefs of Palanpur, Radhanpur, the petty Chiefs in the Warahi thana circle and in the Terwara estates under Deodar thana are Muhammadans, the remainder being Hindus. The total area of the States under the Agency is 6,393 square miles; and the population, according to the census of 1901, 467,271.

Palanpur and Kankrej pay an annual tribute to the Gaekwar, the former Rs. 38,461-8-7, and the latter Rs. 7,741-1-1, a sum which includes the payments made by the Thara Talukdars. No tribute is paid by any of the other States.

In Radhanpur the Political Agent exercises merely a general supervision and limits his direct interference for the most part to disputes with other States.

The Assistants to the Political Agent dispose of cases beyond the powers of the Thanadars' courts and appeals lie to the Political Agent. The European Assistant has been empowered to hear appeals from the deci-

sion of thanadars in civil suits, a second appeal in such cases lying to the Political Agent.

Inter-jurisdictional cases between Palanpur and the States of Rajputana are decided by the Marwar Court of Vakils, to which a delegate is sent by Palanpur.

Till 1885 police duties in this Agency were discharged by the Gaekwar's Contingent, but in that year the force was disbanded and replaced by a local police corps called the Palanpur Imperial Police.

All the States under this Agency have abolished transit duties since 1887.

The establishments kept up for the purpose of making enquiries with regard to female infanticide were abolished on the 1st April 1900.

On the 14th September 1904 Tharad thana, under which the jurisdiction over certain villages which paid jama to the Tharad Chief had been placed, was abolished, and the jurisdiction over these jamia villages was handed back to that Chief from that date.

1. PALANPUR.

The Palanpur family is Afghan, of the Lohani tribe. The head of the family obtained the title of Diwan from the Emperor Akbar in 1597, and the provinces of Jalor, Sachor, Palanpur and Disa in 1682 from Aurangzeb. But in 1698 the Maharaja of Jodhpur deprived the ruling Diwan of all his territories except Palanpur and Disa.

The connection of the British Government with this State commenced in 1809, in which year an Engagement (No. LXXXIX) was mediated, similar to those concluded with the Chiefs of Kathiawar, for the payment of tribute to the Gaekwar. In 1812 Diwan Firoz Khan had been murdered by a faction of Sindi Jamadars. They seized his son, Fateh Khan, and placed in power his uncle, Shamsher Khan, Chief of Disa, who had been superseded in the succession by Firoz Khan in 1794. By the aid of the British Government and the Gaekwar, however, Fateh Khan, the rightful heir, was established as Diwan under the guardianship and management of Shamsher Khan during his minority. To prevent the distractions which for some years had rent the State, it was determined to unite the interests of the uncle and nephew. Through the mediation of the British Government (No. XC) in 1813, Shamsher Khan, who had no sons, recognised Fateh Khan as heir to all his property, and both parties agreed that the administration should be carried on by the uncle in his nephew's name, and that no foreign mercenaries should be entertained.

From the first the administration of Shamsher Khan was bad. He alienated the State revenues, fell into arrears in the payment of his tribute to the Gaekwar, and incurred heavy debts; and in 1816 the young Chief claimed the interference of the British Government. Shamsher Khan resisted the attempt made to deprive him of authority in the administration, but after a feeble defence Palanpur was taken and Shamsher Khan fled. A new Engagement (No. XCI) was then concluded with Fateh Khan on the 28th November 1817. By this agreement the Diwan engaged to receive an Agent from the Gaekwar in the confidence of the British Government, whose suggestions he was to follow in all matters relating to the government; to subsidise 250 horse (eventually reduced to 150) and 100 infantry, known as the Palanpur Levy; to pay punctually his tribute to the Gaekwar; and to give no protection to offenders against the British Government or the Gaekwar. In 1848 the appointment of Agent from the Gaekwar was abolished. From the date of this agreement until 1874 the control of the British Government over the finances of Palanpur was very minute. In 1874 this supervision was withdrawn, and, a liquidation of the debts of the Diwan having been arranged, he was entrusted with the management of the revenue.

In 1822 the State entered into an Engagement (No. XCII) to prohibit the transport of opium through its territories.

Fateh Khan died in 1854, and was succeeded by his son, Zorawar Khan. This Chief rendered good service to the British Government during the mutinies of 1857. He received in 1862 an assurance (No. XCIII) that the British Government would uphold any succession to his State which might be legitimate according to Muhammadan law. On his death in August 1877 he was succeeded by his son, Sher Muhammad Khan, the present Diwan, who was born on the 2nd January 1852. In 1879 the Diwan signed an Agreement (No. XCIV) under which he undertook to prohibit the illicit importation of opium into Palanpur, and its retail sale there at a less price than that at which it was retailed in British territory.

On the completion of the Western Rajputana State railway, running through a portion of Palanpur territory, the Diwan formally ceded in October 1879 civil and criminal jurisdiction on the line to the British Government (No. XCV).

In 1890 Diwan Sher Muhammad Khan executed an Agreement (No. XCVI) which released him from the obligation of keeping up the Palanpur Levy, upon his undertaking to maintain an efficient police force and an establishment of magistrates, and to reform the system of import and

export duties in his State. The Diwan at the same time engaged to pay the sum of Rs. 9,000 towards the cost of the Political Agency in lieu of sums aggregating Rs. 7,004 hitherto paid by him on this account.

A yearly payment of Rs. 500 is made by the Chief of Danta to Palanpur. This is granted in lieu of an Engagement of 1819 (No. XCVII), cancelled by the British Government in 1848, by which the Diwan of Palanpur agreed to assist the Chief of Danta in suppressing the Kolis and Bhils on condition of receiving seven annas in every rupee of revenue.

In 1891 Sher Muhammad Khan agreed to cede to Government, with full jurisdiction, the land required for a railway from Palanpur to Disa. The form of this cession was revised in 1901 (No. XCVIII).

In 1892 the Diwan entered into an Agreement (No. XCIX), modifying the opium Agreement of 1879 (No. XCIV), by which he receives an annual compensation of Rs. 31,500, but is obliged to maintain an efficient preventive establishment at a cost of not less than Rs. 12,500 a year.

In October 1892 an Arrangement (No. C) was made by the British Government for the commutation of the Palanpur Darbar's rights in the Wantas of Chansole and Nagwasan, in Baroda territory, into an annual guaranteed payment by the Gaekwar of Rs. 900 (Sicca currency), which was subsequently converted into British Rs. 857-2-3. The Baroda Darbar also paid a sum of Rs. 800 to the Palanpur Darbar in commutation of all outstandings then due to them.

The system of forced labour which had hitherto prevailed in the State was abolished in 1892.

In 1896 the old Sicca currency was abolished and British Indian coinage introduced in its place.

Diwan Sher Muhammad Khan was appointed a Knight Grand Commander of the Order of the Indian Empire in January 1898, and he has two sons, Tali Muhammad Khan aged (1906) 23, and Yawar Husain Khan aged (1906) 19 years.

In 1904 an Agreement (No. CI) was entered into prohibiting the cultivation of hemp in the State.

The area of Palanpur is 1,766 square miles ; population, by the census of 1901, 222,627 ; estimated gross revenue, Rs. 4,50,714 ; tribute nil.

The Diwan possesses (1905) 7 artillery men, 17 serviceable and 59 unserviceable guns, and 603 armed police.

The State is liable to the operation of the nazarana rules.

The Diwan of Palanpur is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

2. RADHANPUR.

Bahadur Khan, the founder of the ruling family in Radhanpur, came from Ispahan about 200 years ago. His descendants became Faujdars and farmers of revenue under the Moghal Subadars of Gujarat, and in 1723 Jawan Mard Khan Babi, the head of the family at that time, received a grant of Radhanpur and other districts. In 1739 the ruling Chief received the title of Nawab and the Subadari of Gujarat from the Emperor of Delhi, Muhammad Shah. He was besieged in Ahmadabad by Raghunath Rao, and surrendered in 1756 under an agreement by which he was to hold his districts as a jagir from the Peshwa, and to furnish 300 horse and 500 foot when required. A great portion of the family possessions was wrested from his sons, Ghazi-ud-din Khan and Nizam-ud-din Khan, by Damaji Rao Gaekwar, but a sanad was granted to them for Radhanpur and the other districts left in their possession.

On the death of Nizam-ud-din, the elder brother, Ghazi-ud-din, retained undivided authority in the State. On his death in 1813 the State was divided between his sons, Sher Khan and Kamal-ud-din Khan, the former retaining Radhanpur, and the latter the districts of Sami and Munjpur. Kamal-ud-din died in 1824, and his possessions were reunited with those of his brother. With Sher Khan the first connection of the British Government was formed in 1813. In that year an Engagement (No. CII) was concluded through the mediation of the Resident at Baroda, by which the Gaekwar was empowered to control the relations of Radhanpur with other States, but was prohibited from interfering in its internal affairs. Till then Radhanpur had been virtually independent of the Gaekwar, and the object of reducing the State to a position of dependence was to prevent the Nawab from making alliances with other States which might endanger the peace of Gujarat.

During the five succeeding years plundering tribes from Sind committed serious depredations in Radhanpur, which induced the Nawab to apply to the British Government for aid in expelling them. In consideration of the assistance rendered him, the Nawab engaged in 1820 (No. CIII) to exert himself to the utmost of his ability to suppress marauders and to pay in proportion to his means such an amount yearly as the British Government might direct. In 1822 the amount of tribute was fixed at Rs. 17,000 for five years, after which it was to be left to Government to increase the amount or not. After three years, however, the tribute was remitted in full, as the State was believed to be unable to bear the expense.

In 1822 the Nawab signed an Engagement (No. XCII) prohibiting the transport of opium through his State.

Sher Khan died in 1825, and was succeeded by his son, Zorawar Khan, who received in 1862 a Sanad (No. XCIII) guaranteeing that on the failure of natural heirs Government would uphold any succession to his State that might be in accordance with Muhammadan law.

Since 1840 an annual payment of Rs. 11,048 has been made to the Nawab by the British Government as compensation for the loss of his share in the Anwarpur salt-pans, which he surrendered to the East India Company under an Agreement (No. CIV).

Zorawar Khan died in October 1874 after a rule of 49 years, and was succeeded by his son, Bismilla Khan.

In 1879 the Nawab agreed (No. XCIV) to prevent the illicit importation of opium into Radhanpur and its sale there at a price lower than the retail price in British territory.

Bismilla Khan died on the 19th December 1895 at the age of 71, and was succeeded by his son, Muhammad Sher Khan, who was born on the 8th June 1886. During his minority the State is under Government management.

In 1897 the State entered into an Engagement (No. CV) regulating the sale, etc., of opium.

In 1900 the Jorawarsai currency, previously in use, was discontinued and replaced by the British currency.

In 1904 the cultivation of hemp was prohibited by an Agreement, dated the 16th April (No. CVI).

The State pays no tribute either to the British Government or to the Gaekwar. It receives jamabandi in small sums amounting to Rs. 1,711-15-6 from certain villages under the Kathiawar and Palanpur Agencies.

The area of Radhanpur is 1,150 square miles; population, by the census of 1901, 61,548; gross revenue about Rs. 3,48,682; tribute nil.

It maintains (1905) 78 infantry, 16 unserviceable guns, and 265 armed police.

The State is liable to the operation of the nazarana rules.

The Nawab receives a salute of 11 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

3. PETTY STATES.

In 1820, when the Khosas and other marauders were expelled from Radhanpur, they were at the same time driven from the other petty States

which they infested, and an Engagement (No. CVII) was concluded with these States, by which they became tributary to the British Government. In 1821 Government resolved to exact no tribute till the revenues of these States had increased one-half, after which one-third of the increase was to be taken. But in 1826, in consideration of the poverty of the petty Chiefs, tribute was remitted altogether, and new Engagements (No. CVIII) were concluded, binding the Chiefs to submission to the British Government, but not to payment of tribute. In 1848 the Rana of Wao and some of his relations undertook, in consideration of an annual payment of Rs. 361, to prevent the import, export, transit, and sale within their taluka of salt from the Ran (No. CIX).

The Jareja Chiefs and brotherhood of Chorwar (Santalpur) and Chadchat had signed an Engagement in 1827 (No. CX) to put down infanticide. The engagement was renewed (No. CXI) in 1853, and was also signed by the Jarejas of Tharad and Warai.

The Chiefs are bound by engagements regarding opium similar to those concluded with Palanpur in 1822 and 1879 (see Nos. XCII, XCIV, and CXII). Some of them also entered, in 1897 and 1898, into engagements similar to that concluded with Radhanpur (see No. CV) regarding opium; and the principal ones are also bound, regarding hemp, by similar agreements to that made with Palanpur (see No. CI).

The following is a list of the petty States under the Palanpur Agency:—

Name of State, etc.	Names of jurisdictional and principal non-jurisdictional Chiefs.	Age (1906).	Area in square miles.	Gross Revenue.	Population (1901 census).	Military and Police Forces.		Remarks
						Guns.	Armed Police.	
Tharad (including Morwada.)	Waghela Abhe Singh.	47	1,260½ (*a*)	Rs. 61,006	49,021 (*a*)	3	59	Unserviceable.
Wao . .	Rana Chandan Singh Umed Singh.	54	380	16,508	8,279	3	34	Do.

(*a*) Increase due to inclusion of Jamya villages restored to the Thakore in 1904 (*vide* Foreign Department letter No. 2409-I. A., dated the 1st July 1904).

Name of State, etc.	Names of jurisdictional and principal non-jurisdictional Chiefs.	Age (1906).	Area in square miles.	Gross Revenue.	Population (1901 census).	Military and Police Forces.		Remarks.
						Guns.	Armed Police.	
				Rs.				
In Warahi Thana Circle.	1. Malik Jorawar Khan Umar Khan.	25	No survey.	20,000	1,908	...	...	
	2. Murid Khanji Ravaji.	17	Do.	6,500	Included in the Thana Circle.	...	..	
Deodar Estates in Deodar Thana Circle.	1. Waghela Khanji Anand Singh.	31	Do.	5,293	2,424	...	..	
	2. Waghela Chaman Singh Sardar Singh.	27	Do.	7,553	3,612	...	...	
Thara Estate in Kankrej Thana Circle.	1. Waghela Madar Singh Sardar Singh.	25	Do.	31,301	3,960	...	...	
	2. Waghela Godad Singh Gaj Singh.	58	Do.					
In Santalpur, Thana Circle.	1. Jareja Raoji Lakhaji.	29	Do.	2,000	Included in the Thana Circle.	...	...	Non-jurisdictional.
	2. Jaswat Singh Govendji.	21	Do.	500		...	...	
In Wao, Thana Circle, Singam.	1. Chan Naranji Bhupat Singh.	50	Do.	12,000 estimated.	7,631	...	...	Do.
	2. Maluji Nathaji	30	Do.					
In Deodar, Thana Circle— Terwara .	Ratan Singh Waghji Khan.	32	Do.	12,000 Do.	6,153	...	...	Do.
Bhabhar .	Kolis (Hindus), 66 shareholders.	...	Do.	5,000	6,177	...	...	Do.

The above States are all liable to the operation of the nazarana rules.

From Kankrej, which originally was under the Mahi Kantha Agency, and is bound by the same Engagements * as the Chiefs in Mahi Kantha, a tribute of Rs. 7,741-1-1, including the amount paid by the Thara Talukdars, is paid to the Gaekwar.

* See No. CXIII.

No. LXXXIX.

TRANSLATION of an AGREEMENT,—1809.

TO SREEMUNT SHREE SENA KHAS KHEYL SHUMSHER BAHADOOR writes:—

Further, it has been agreed to pay to the Sircar the jummabundee of talooka Pahlunpore for ten (10) years from the harvest season of the year Sumvut 1866 (A.D. 1809-10). The total amount on account of the above jummabundee, together with khurajat,* has been fixed at Rs. 50,001 (fifty thousand and one) per annum, and instalments have been fixed for the payment of the sum. I shall accordingly go to Baroda and pay the instalments from year to year. If I go to Baroda and make payment on due date and pay the instalments, it is well and good: if payment is made a few days after it has become due, I shall pay interest at the rate of one per cent. per mensem. Details are as follows:—

Rs. 50,001.

In this way a sum of Rupees fifty thousand and one of the Siccaee currency is to be paid in cash by instalments as follows:—

Rupees 25,001 (twenty-five thousand and one) to be paid on the 2nd of Magh Soodh.	Rupees 25,000(twenty-five thousand) to be paid on the 2nd of Chytur Soodh.

Total Rs. 50,001.

In this way payment shall be made according to instalments from year to year. The payment shall be made continuously for ten years. If an instalment remains unpaid after its due date, interest shall be paid as written above. Besides this, the mohsulee expenses of the mohsul who may come from the Sircar shall be paid, and the kasudee expenses of the kossid (or messenger) shall also be paid to him. This writing is true.

Dated 13th of Kartic Soodh Sumvut 1866 (19th November 1809).

The signature of DEWAN FEEROZ KHAN
in the handwriting of JETHA.

* The total deduction in kind taken from the produce of a field before the Government share is calculated.

No. XC.

TRANSLATION of an AGREEMENT entered into and given to the GOVERNMENT in the under-written ARTICLES by SHUMSHER KHAN, on its being resolved that FUTTEH KHAN shall be united to him, and of one COUNSEL with him, from his willingly adopting FUTTEH KHAN as his son,—1813.

ARTICLE 1.

Considering Dewan Futteh Khan, the son of Dewan Feroz Khan, as my own son, I have adopted him, and constitute him heir to all my possessions, unless I have a son born to me, in which case the tuppah of Gola, consisting of twenty-two villages, shall be appropriated for his sustenance, and a residence allowed him in Pahlunpore. There shall be no deficiency in yielding protection and a fitting allowance to all my family, nor shall any molestation be given to them, nor any property they may possess touched during their lives.

ARTICLE 2.

At this time the Sircar's army has come to Pahlunpore, destroyed the influence of the Sindees, and made a permanent arrangement, by which, according to the pleasure of the Sircar, Futteh Khan has been placed on the guddee, and with my perfect consent he has been proclaimed as my son and the Dewan of Pahlunpore.

ARTICLE 3.

In all affairs of government I shall be uncontrolled, but decisions on matters of consequence which relate to the pergunnahs and durbar shall bear the seal of Futteh Khan, son of Shumsher Khan, and my signature. Futteh Khan shall be the keeper of his own seal, but its impression shall be defective without the addition of my signature, and my sign and seal alone shall be sufficient for all papers of little consequence, such as chits on villages, etc.

ARTICLE 4.

Dungur Mehta, etc., shall act as karbarees under me in the same manner as when they originally held the same employ, and they shall in no instance keep anything from my knowledge. They shall all obey all my orders regarding the bettering the condition of the durbar and on other subjects relating to the country. They shall manage the affairs of the durbar by one pure line of conduct, and they shall give zamin to this effect. For my own conduct I shall afford satisfactory security.

ARTICLE 5.

I agree not to entertain a sebundy of Sindees or other foreigners in Pahlunpore, Deesa, or Dhurmera, without the knowledge of the Sircar, nor shall I unite with any offenders against the government, whether Sindees or Cusbuttees, or allow them to remain in these cities.

ARTICLE 6.

I give my consent to the establishment of 200 men as sebundy according to the pleasure of and selected by the Sircar; they shall be entrusted with the guard of the gates, and shall be paid at the rates the Sircar may require. I shall take their musters.

ARTICLE 7.

As my old karbaree who managed for me in Deesa is with me, and as employing him here might occasion quarrels with the established karbarees, it shall be my duty to provide for him elsewhere. His house being in Pahlunpore, his family shall either inhabit it without molestation from the durbar or he shall remove his family and be permitted to let out the house to hire.

ARTICLE 8.

For the private expenses of Futteh Khan and his family enumerated in a separate paper, I shall be responsible if any deviation takes place.

ARTICLE 9.

The relations of Futteh Khan who are at present with him shall receive according to custom what was formerly allowed them for their maintenance and they shall not interfere with me in my duties. In like manner my relations shall receive the support they formerly obtained without any increase; because they are my relations, they also shall not meddle in my duties.

ARTICLE 10.

The dufters showing the income and expenditure shall be kept under my inspection, but open to the writers of them, and any loan which it may be necessary to raise shall be with the knowledge and consent of Futteh Khan.

ARTICLE 11.

The jummabundee of the Sircar, according to the decennial arrangement, shall be, as formerly, in hoondees on Baroda, and there shall be no deviation in this respect.

ARTICLE 12.

I agree, in conjunction with my karbaree, Dungur Mehta, to provide for the expenses of the army which is now at Pahlunpore according to the pleasure of the Sircar.

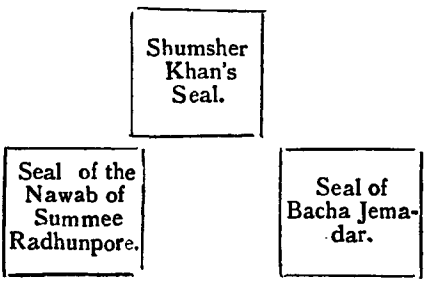
ARTICLE 13.

Futteh Khan and myself shall have one opinion on all matters, and shall live with cordiality of near relations.

There shall be no deviation on my part in the above thirteen Articles given to the Sircar, and it ought not to be considered that there is any difference between Futteh Khan and myself. In future I shall never commit any act of sedition or behave ill; and for the satisfaction of Government I shall give as my fa'el zamin securities the Nawab of the Summee and Radhunpore, and Sibe Khan Babee Bahadoor and Jemadar Bacha, the son of Dhingam, and my arr zamin, Goculpooree, a Mohunt of Rajpore, so that if I in any respect deviate from the Articles above written, they shall be responsible.

Dated Sumbut 1870, Pous Sood 1st, corresponding with the 23rd of December 1813.

SHUMSHER KHAN'S signature.



Signature of GOCULPOOREE.

TRANSLATION of an AGREEMENT entered into and given to the GOVERNMENT in the under-mentioned ARTICLES, willingly executed by FUTTEH KHAN, DEWAN, on its being resolved that he shall be united to, and of one counsel with, his father SHUMSHER KHAN,—1813.

ARTICLE 1.

Shumsher Khan having with his own free will united our families and adopted me as his son, has given a document to that effect, according to which I am constituted heir to all his possessions, unless he has a son born to him, in which case the tuppah of Gola, consisting of twenty-two villages, shall be appropriated for his sustenance, and a residence allowed him in Pahlunpore. There shall be no deficiency in yielding protection and a fitting allowance to all Shumsher Khan's family, nor shall any of their property be taken away during their lives, but they shall be cherished with a consideration equal to my own mother and immediate relations.

ARTICLE 2.

At this time the Sircar's army has come to Pahlunpore, destroyed the influence of the Sindees, and made a permanent arrangement, by which I have been placed on the guddee; and through the kindness of the Sircar, and as I have been adopted Shumsher Khan's son, I have been proclaimed as such and Dewan of Pahlunpore with my full consent; and according to the pleasure and advice of the Sircar I engage to respect and be of one counsel with my parent.

ARTICLE 3.

In all affairs of government Shumsher Khan shall be uncontrolled, but decisions on matters of consequence which relate to the durbar shall bear my seal, which remains in my possession, and the signature of my parent Shumsher Khan, without which I shall not attach my seal. Shumsher Khan's sign and seal only on papers of small import, and such as chits on villages, etc., shall be valid.

ARTICLE 4.

Dungur Mehta, etc., shall act as karbarees under my parent Shumsher Khan in the same manner as when they originally held the same employ, and shall in no instance keep anything from his knowledge. They shall obey all his orders respecting the improvement of the condition of the durbar and on other subjects relating to the country. They shall manage the affairs of the durbar by one upright line of conduct, and they shall give zamin to this effect. For my own conduct I shall afford satisfactory security.

ARTICLE 5.

I agree not to entertain a sebundy of Sindees or other foreigners in Pahlunpore, Deesa, or Dhurmera without the knowledge of the Sircar, nor shall I unite with any offenders against the government, whether Sindees or Cusbuttees, nor allow them to remain in these cities.

ARTICLE 6.

I give my consent to the establishment of 200 men, or sebundies, according to the pleasure of the Sircar; they shall be entrusted with the guard of the gates, and shall be paid at the rates the Sircar may require. My parent Shumsher Khan shall take the musters.

ARTICLE 7.

As my parent's old karbaree is with him, and as the employing him here might occasion quarrels with the established karbarees, he shall be stationed in some other place. His house being in Pahlunpore, his family shall either inhabit it without molestation from the durbar, or he shall remove his family and be permitted to let out his house to hire.

ARTICLE 8.

I am contented with the sum allowed for my private expenses and that of my family enumerated in a separate paper given in.

ARTICLE 9.

My relatives shall enjoy what was formerly allowed them, and they shall not interfere in the arrangements of my country.

ARTICLE 10.

The dufters showing the income and expenditure shall be kept under inspection of my parent, but open to the writers of them, and any loan which it may be necessary to obtain shall be raised by my parent with my knowledge.

ARTICLE 11.

The jummabundee of the Sircar, according to the decennial arrangement, shall be paid, as formerly, in hoondees on Baroda, and there shall be no deviation in this respect.

ARTICLE 12.

Shumsher Khan and my karbaree Dungur Mehta shall provide for the expenses of the army now at Pahlunpore according to the pleasure of the Sircar.

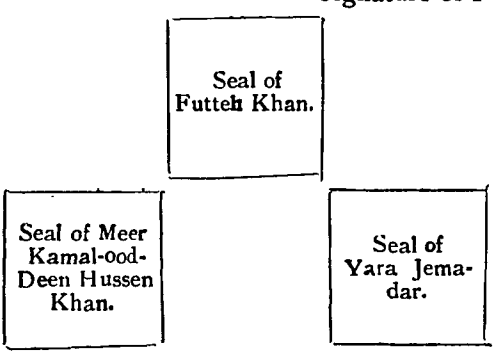
ARTICLE 13.

Shumsher Khan, my parent, and myself shall be of one counsel on all matters, and live with the cordiality of near relations.

There shall be no deviation on my part in the above thirteen Articles; I shall not act contrary to them in a seditious manner. For the satisfaction of government, I give as my fa'el zamin Meer Kamal-ood-Deen Hussen Khan Bahadoor and Yara Jemadar, and for my arr zamin Goculpooree, a Mohunt of Rajpore, so that if I in any respect deviate from the Articles above written, they shall be responsible.

Dated Sawunt 1870, Pous Soodh 1st, corresponding with the 23rd December 1813.

Signature of FUTTEH KHAN.



Signature of GOCULPOOREE.

SHUMSHER KHAN'S signature.

I, Shumsher Khan, Dewan, son of Osman Khan, hereby adopt to be my son with perfect good will and pleasure Futteh Khan, Dewan, son of Dewan Feroz Khan. I therefore constitute him to be heir to all my possessions, unless it may please Heaven to grant me a son, in which case the pergunnah of Gola, consisting of twenty-two villages, shall be assigned for his sustenance, and permission granted him to spend his life in Pahlunpore. All my relations shall be free from molestation, and no property they may possess shall be taken from them during their lives, and they shall be treated with respect and consideration.

Dated Sumbut 1870, Pous Soodh 1st, corresponding with the 23rd December 1813.

These engagements were approved and confirmed by the Governor-General in Council on 18th February 1814.

No. XCI.

TRANSLATION of AGREEMENT entered into by FUTTEH KHAN, DEWAN of PAHLUNPORE and DEESA, of his own free will, for the better Government and Security of the above-mentioned PRINCIPALITIES, signed and delivered to CAPTAIN MILES, POLITICAL AGENT, on the part of the BRITISH GOVERNMENT, at PAHLUNPORE, on the 28th November 1817.

Preamble.—That to place the territory depending on Pahlunpore and Deesa in security from internal and external dissensions and violence, to obviate the trouble so often occasioned to the British and Guikwar Governments from the bad administration of the affairs of this petty State, and with a view to the improvement of the country, the following Articles of Agreement are entered and hereby confirmed :—

ARTICLE 1.

The British and Guikwar Governments having been pleased to seat me on the guddee of my father, and establish my authority over Pahlunpore and Deesa, it is my desire, to the end that this State, which is in a ruinous condition, may be better governed, its security and tranquillity ensured, and a provision made for the discharge of arrears and debts in which from bad management it has been involved, to receive the aid and advice of a respectable man in quality of Agent on the part of the Guikwar Government.

He shall have full access to my revenue accounts, receipts, and expenditure, and I engage to follow his suggestions in all arrangements whatever relative to government. It is indispensable that this Agent be such as shall possess the confidence of the British Government; and as his situation demands he should be disinterested, his salary must be liberal.

ARTICLE 2.

I also agree to subsidise 250 horse with a Sirdar to command them; the pay of the horse to be 30 Rupees each per mensem, and the Sirdar shall receive Rs. 600 per mensem.

I require these troops to defend my country against enemies of every description, and to preserve it in peace and order. They are to be good horse, and always ready to act in a body against the refractory Shumsher Khan and his adherents, and in fact for all purposes. To secure the tranquillity of the country, they will not be employed without the concurrence of the Guikwar Agent, and are not to be sent on revenue details without the orders of government; when their service is not otherwise required, they are to be stationed near me for my personal protection.

ARTICLE 3.

The gate called Bahadoor Guz is to remain in charge of Sircar troops, 100 good infantry to be stationed there, and their rate of pay Rs. 10 monthly each, Jemadar included.

ARTICLE 4.

The horse and infantry, their Commander, and the Agent, to be paid monthly without deduction, and the banker who pays them shall have territory assigned to him for the discharge of their salaries.

ARTICLE 5.

The Sircar dues (Rs. 50,000) per annum shall henceforward be paid punctually every year at Baroda. The arrears, Rs. 75,000, shall be discharged in the course of the next year; but in consideration that the country has suffered much from want of rain, the exactions of Shumsher Khan and ravages of the Koolees, with the constant movement of troops through it lately, I hope government will be indulgent in their expectations and claims, at least for the present.

ARTICLE 6.

From the impoverished condition of the country and other claims in the Pahlunpore State, the sums due to the merchant of Shidpore cannot at present be discharged, but in the course of the next year some arrangement in concert with the Guikwar Agent shall be made for the gradual payment.

ARTICLE 7.

A misunderstanding having arisen between me and Shumsher Khan in consequence of his violation of the agreement made with Captain Carnac, Resident at Baroda, in 1870 or A. D. 1813, I retired to Shidpore and complained to the Sircar. The forces of the two Sircars in consequence marched to this quarter, and Pahlunpore was taken, and I have been reseated on the guddee. I therefore consent to pay the expenses of the troops of both Sircars with the usual allowance for killed, wounded, loss of horses, etc., according to the orders of government.

ARTICLE 8.

Shumsher Khan is an offender and disobedient to the Sircar ; I engage, therefore, not to have any communication with him or his adherents ; but should Shumsher Khan submit himself, and the Government be pleased to grant him any allowances, I will pay it agreeable to their commands.

ARTICLE 9.

I engage not to give protection to any offenders against either the British or Guikwar Government, nor to allow them to remain in any part of my territory.

The whole of these Articles, nine in number, are delivered in by me to Government, and I engage to execute them punctually and without diminution or difference. I shall act in all matters in strict conformity and obedience to the orders of the Sircar, and I bind myself not to commit any insubordinate act, nor cause any disturbance. To this effect I give as my security to the Nawab of Summee and Radhunpore Sher Khan Babee and Mohunt of Rajpore, Goculpooree.

Dated Sumvut 1874. Kartick Vud 4th, 18th Mohurrum, Hegira 1233, corresponding with the 28th November 1817.

Seal of Futteh Khan.

NO. XCII.

ENGAGEMENT entered into in September 1822 by FUTTEH KHAN, DEWAN of PAHLUNPORE and DEESA, for prohibiting the TRANSIT of OPIUM through his TERRITORY.

The orders of the Sircar being that no opium shall be allowed to pass through the country subject to their control, I, Futteh Khan, do hereby

engage to the Sircar that no opium shall be allowed to pass the limits of my district.

A public notification has been already issued to my nakadars to that effect, but I now repeat my determination to use every exertion to put an entire stop to the transport of opium through my talooka; and because merchants and others may conceal opium among other commodities, all packages shall be strictly examined previous to their being permitted to pass, and should any opium be found in them, it shall be immediately confiscated. In this matter I will not fail.

I beg the favour that the Sircar may be pleased to direct the Mehta stationed at this place to give his aid in the detection and prevention of the transit of opium.

(Sd.) FUTTEH KHAN.

This engagement was signed by the Chiefs of Radhanpur, Wao, Suigam, Tharad, Morwara, Warahi, Chorwar, Chadchat, Terwara, Deodar, Bhabar, and Beinup, and by the Chief of Danta now under the Mahi Kantha Agency.

No. XCIII.

ADOPTION SUNNUD granted to the NAWAB of PAHLUNPORE,—1862.

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their Houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of the treaties, grants, or engagements which record its obligations to the British Government.

Dated 11th March 1862.

(Sd.) CANNING.

The same to the Chief of Radhanpur.

No. XCIV.

OPIUM AGREEMENT WITH PALANPUR,—1879.

Whereas the British Government have prohibited the cultivation of the poppy and manufacture of opium in my State, and have made new arrangements for the retail sale of opium since the 1st October 1878 in Gujarat,

and have agreed that they are prepared to permit me to import, free of duty (Rs. 650 per chest), the amount of opium required by my State for *bonâ fide* home consumption, and have promised to grant me full compensation annually for any diminution of revenue caused by the loss as sources of income of transit duties on opium, and cesses on the manufacture and exportation of the drug, and whereas the full duty per chest will be paid by the local vendors and consumers and will form part of the revenues of my State; I hereby promise and agree that I will use every effort to completely put a stop to the illicit importation of opium, and that I will not allow opium legally obtained by me under the opium rules to be sold at a less price than that at which it is retailed in British territory, and it is understood by me that the British Government reserve the right of withdrawing this privilege and of charging the full opium duty in case of any proved wilful violation of these terms, but that such privilege will not be withdrawn on account of isolated cases of smuggling.

2. Further, I have to state that all stocks of opium and juice which remained undisposed of on the 1st October 1878 in my State, have been bought up by me and employed for the supply of my retail monopoly.

3. In accordance with the wishes of Government, I agree to furnish half-yearly, to the Political Superintendent, a statement showing the amount of opium imported and the amount sold during each half-year, the proceeds of the sales, and the balance of opium in hand in my State at the end of each half-year.

4. To the above stipulations I agree on the condition that, should any Native State in Gujarat be hereafter allowed to grow and manufacture opium in the same manner as the Baroda State has been, a similar privilege shall be granted to the Pahlanpur State.

(Seal of the Divan of Pahlanpur.)

Pahlanpur, 22nd April 1879.

Similar engagements were signed by the Chiefs of Radhanpur, Tharad, and Wao.

No. XCV.

RAILWAY JURISDICTION AGREEMENT WITH THE DEWAN OF PALANPOOR,—1879.

I, Dewan Sher Mohamed Khanje Saheb of Palanpoor, hereby cede to the Government of India all the civil and criminal jurisdicton possessed by me in the portion of my territory which has been assigned and made over by me for the purposes of the Western Rajputana State Railway, to be exercised by the Government of India for so long as the land may be required for the railway, and to be restored to me or my successors when the land is no longer needed for the above purpose.

All railway employés committing offences cognizable by my jurisdiction beyond the limits of the railway line, shall be apprehended and dealt with by the constituted authorities of my State.

Dated 10th day of October 1879, corresponding with 10th of first Assowadut 1936—and 22nd day of Sawal 1296 A. H.

(Seal of the Dewan of Palanpoor.)

No. XCVI.

AGREEMENT executed by the DIWAN of PALANPUR in 1890.

AGREEMENT regarding the maintenance of an efficient POLICE FORCE and MAGISTRACY and the reform of the existing system of IMPORT and EXPORT DUTIES in the PALANPUR STATE consequent upon the disbandment of the PALANPUR LEVY, executed by COLONEL GEORGE RISTO GOODFELLOW, C.I.E., Political Superintendent, Palanpur, acting under the authority of HIS EXCELLENCY THE GOVERNOR OF BOMBAY IN COUNCIL, on behalf of the British Government of the one part, and HIS HIGHNESS SHER MUHAMMAD KHANJI, DIWAN of the Palanpur State, on behalf of himself, his heirs and successors, of the other part.

ARTICLE 1.

In consideration of the engagement into which His Highness the Diwan agrees by Articles 2 to 5 of this Agreement to enter, the British Government agrees that on and from 20th October 1890, Articles 2, 3 and 4 of the Agreement of 28th November 1817 shall be deemed to be rescinded, and the body of horse and foot entertained thereunder and known as "The Palanpur Levy" need no longer be maintained by His Highness.

ARTICLE 2.

His Highness the Diwan engages to establish, with effect on and from 20th October 1890, a body of efficient Police of sufficient strength, at a cost of not less than Rs. 82,350 per annum, for maintaining peace and order and for suppressing and detecting crime throughout his State, and to appoint a sufficient number of qualified officers on adequate salaries to discharge magisterial functions throughout his State; the establishment of the said Police and the appointment of the said Magistrates to be on the general lines indicated in His Highness's memorial to Government, dated 9th November 1885. Further, His Highness agrees to give effect to the promises detailed in paragraphs 26, 27, 28, 29 of the said memorial in carrying

out the disbandment of the levy, excepting the payment of Rs. 300 a month to Government for a fixed period mentioned in paragraph 27 of the same.

ARTICLE 3.

His Highness further engages that, after having established Police and appointed Magistrates in his State in accordance with the last preceding article of this Agreement, he will thenceforward continually maintain the said Police and Magistracy on such scale, at such rates of pay and of such efficiency, as shall be requisite for adequately supplying the progressive administrative needs of his State; and with a view to the maintenance of such efficiency as aforesaid, he engages to cease to employ in the Police or as a Magistrate any person who from age or physical or mental disability at any time becomes unfit for further effective service.

ARTICLE 4.

His Highness engages to pay to the Political Superintendent annually, in advance, commencing from 20th October 1890, the sum of Rs. 9,000 towards the cost of the Political Superintendency, which payment shall be in lieu of the sums aggregating Rs. 7,004 hitherto paid by him in this behalf.

ARTICLE 5.

His Highness having, in honour of the fiftieth anniversary of the accession to the throne of Her Majesty the Queen-Empress, and as a proof of his loyalty and great public spirit, abolished throughout the whole State, including the jagirs and minor estates, with effect from the 20th June 1887, unconditionally, all transit duties hitherto levied within the Palanpur State, further agrees to gradually reform his system of import and export duties in such mode as may conduce to the interests of his subjects and be practicable, and he agrees, with a view to rendering the levy of import and export duties in the said State as little burdensome to trade as possible, as follows, *viz.*:—

1. That duties of import and export shall henceforward be levied on any article brought into or taken out of the State once for all only.

2. That import duties shall henceforward be levied at nakas situated on the frontier of the State or at the place of their ultimate destination within the State, but not at any other place.

3. That export duties shall be levied either at nakas situated on the frontier of the State or in the places from which the goods liable to such duties are consigned, but not at any other place.

4. That duties of import and export shall henceforward be levied in behalf and under the authority of His Highness only, all such levies by jagirdars and other minor estate-holders in the State being abolished.

5. That in order to compensate the said jagirdars and other minor estate-holders for the loss they will sustain by the abolition of their right to

levy import and export duties, a certain fixed annual cash allowance shall be regularly paid to each of them, the amount whereof shall be equal to such sum as the Political Superintendent, after due enquiry, shall consider to have been the average income derived during the ten years immediately preceding the date of this Agreement by each such jagirdar or minor estate-holder, respectively, from duties of import and export, the right to levy which is abolished.

6. That duties of import and export shall henceforward be levied at uniform rates throughout the State.

7. That no import or export duty shall be levied on any goods in transit through the State, the term "goods in transit" being understood to mean goods which pass through the State by railway and which do not break bulk, and goods which pass through the State otherwise than by railway and which do not break bulk and also are not detained at any place within the State for more than forty-eight hours or at any station, where there is a railway by which they are to be exported without breaking bulk, for more than thirty days.

8. That the collection of octroi by the Darbar in the Deesa Cantonment shall casee; that no import duties shall be levied on commodities brought into the said cantonment, or export duties charged on goods taken therefrom which are the property of officers or men of the garrison leaving that cantonment and covered by a pass from the Cantonment Magistrate's office, provided that arrangements be made whereby His Highness's right to collect export duty on other goods leaving the said cantonment shall be satisfactorily preserved.

ARTICLE 6.

Nothing in this Agreement shall be deemed to prevent the levy by His Highness in any town or village within the State of Palanpur, other than the Cantonment of Deesa, of duties of octroi, provided the same be levied for expenditure on municipal purposes within the area in which they are respectively levied.

This Agreement agreed to at Palanpur, the 20th October, one thousand eight hundred and ninety.

(Signed in vernacular.)
DIWAN OF PALANPUR.

Witnesses :—

(Sd.)
Chief Minister, Palanpur State.

(Sd.) MAROTERAO BHOOJENGRAO,
Personal Assistant to Political Superintendent.

(Sd.) G. R. GOODFELLOW, *Colonel,*
Political Superintendent,
Palanpur.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

(Sd.) W. J. CUNINGHAM,
Officiating Secretary to the Government of India,
Foreign Department.

No. XCVII.

TRANSLATION of an AGREEMENT entered into between the DEWAN of PAHLUNPORE and the RANA of DANTA, 27th July 1819, Sumvut 1876, Sravum Soodh 5th.

The talooka of Danta being much harassed and injured by the depredation of Koolies, etc., and nearly depopulated from their incursions, in order that security and tranquillity may be re-established by the interference and protection of Pahlunpore, I, Rana Juggut Sing, of my own free will, do make over to Futteh Khan, Dewan, etc., by this agreement, a share of the talooka of Danta agreeable to the following conditions:—

ARTICLE 1.

I give a share of seven annas in the Rupee to Pahlunpore from all towns and villages inhabited or deserted; those of my brethren, Puthavuts, Rajsoke, etc., and of all descriptions of taxes and every kind of revenue. The remaining nine annas to be my share.

ARTICLE 2.

I have pledged four towns, and the sums due on them are to be paid by me. When the accounts of the creditors are settled, and the towns freed, your share of seven annas will be allowed.

ARTICLE 3.

The Guikwar tribute (from Danta) shall be punctually paid by me through you every year, commencing Sumvut 1876. The amount now due on this head shall be paid by four instalments, from the year 1876 to the end of 1879, through you; but if this agreement should not be approved by the Guikwar government, I will arrange the payment agreeable to their directions.

ARTICLE 4.

In the profits or revenue of the Hindee temple at Ambajee the Pahlunpore State has no share, neither has it any in the vurkhasuns of the temple.

ARTICLE 5.

Eight wells and the land depending on them, which belong to my family, are exempted from any share; they are as follows:—

In Danta	1 well.
Nowawass	2 wells.
Great Bhinmal . . .	1 well.
Thana	1 „
Ruttunpore	1 „
Anodra	1 „
Koondul	1 „
	8 wells.

ARTICLE 6.

Of the four towns in the possession of my brother Nahar Sing, that of Poojpore is exempted from any share.

ARTICLE 7.

If any of my brethren or Puthavuts have possession of land or town to which they have no just claim, on examination they shall be restored to me.

ARTICLE 8.

I will pay every kind of vole (a kind of tribute paid to Koolees) which has been regularly established to the present day, but no other hereafter.

ARTICLE 9.

Whatever charitable donations are in existence in my State shall be continued and preserved, but none new shall be given except with your consent.

ARTICLE 10.

Whatever work is done by the ryots of my pergunnah for me shall be done for your vakeel at Danta.

ARTICLE 11.

My authority shall remain in my talooka, but in all cases on public matters I shall consult your vakeel, and we will act in accordance. He shall be consulted in all quarrels, disturbances, etc.

In this manner eleven Articles have been agreed to and subscribed. They are to be in force as long as the interests of the Honourable Company Bahadoor and the Guikwar Government continue in the State of Pahlunpore.

I will abide by the above, and in no way be the cause of disorder or disturbance.

The securities for the performance of this contract are Megraj Bharote, Valadi Davi Sing of Kodrah, and Vakta Bharote of Chundesur.

Seal of Juggut Sing, Rana of Danta.

Pahlunpore, 9th August 1819.

Confirmed by the Governor-General in Council on 22nd January 1820.

No. XCVIII.

AGREEMENT DATED THE 16TH APRIL 1901.

I, Sir Sher Mahomed Khanji, Divan of Palanpur, G.C.I.E., hereby cede to the British Government full and exclusive power and jurisdiction of every kind over the lands in the said State which are or may hereafter be occupied by the Palanpur-Deesa Railway (including all land occupied for stations, for out-buildings, and for other railway purposes) and over all persons and things whatsoever within the said lands.

No. XCIX.

OPIUM AGREEMENT WITH PALANPUR,—1892.

The following articles of agreement regarding the prohibition of the cultivation of the poppy and of the manufacture of opium in the Palanpur State, and the maintenance of an efficient preventive establishment at a cost of not less than Rs. 12,500 per annum, in consideration of the payment of Rs. 31,500 annually by the British Government and of permission to import free of duty the amount of opium required by the Palanpur State for *bonâ fide* home consumption, have been entered into on the one part by Colonel William Scott, Political Superintendent, Palanpur, under the authority of His Excellency the Governor of Bombay in Council on behalf of the British Government, and on the other part by His Highness Sher Mohomed Khanji Diwan of Palanpur on behalf of himself, his heirs and successors, who agrees to the following articles:—

ARTICLE I.

Whereas the British Government have prohibited the cultivation of the poppy and manufacture of opium in the State of Palanpur, and have made new arrangements for the retail sale of opium since the 1st October 1878 in Guzeratti, and have agreed that they are prepared to permit His Highness the Diwan of Palanpur to import, free of duty, the amount of opium required by his State for *bonâ fide* home consumption, and have promised to grant

him Rupees (31,500) thirty-one thousand and five hundred in full compensation annually for any diminution of revenue caused by the loss as sources of income of transit duties on opium and cesses on the manufacture and exportation of the drug, and whereas the full duty per chest will be paid by the local vendors and consumers and will form part of the revenue of the said State of Palanpur, His Highness the Diwan hereby promises and agrees that he will maintain an efficient preventive establishment at a cost of not less than Rupees (12,500) twelve thousand and five hundred per annum, and that he will use every effort to completely put a stop to the illicit importation of opium and that he will not allow opium legally obtained by him under the opium rules to be sold at a less price than that at which it is retailed in British territory, and it is understood by His Highness that the British Government reserve the right of withdrawing this privilege and of charging the full opium duty in case of any proved wilful violation of these terms, but that such privilege will not be withdrawn on account of isolated cases of smuggling.

ARTICLE II.

His Highness the Diwan of Palanpur further gives the assurance that all stocks of opium and juice which remained undisposed of on the 1st October 1878 in his State have been bought up by him and employed for the supply of his retail monopoly.

ARTICLE III.

In accordance with the wishes of Government, His Highness agrees to furnish half-yearly, to the Political Superintendent, a statement showing the amount of opium imported, and the amount sold during each half-year, the proceeds of the sales, and the balance of opium in hand in his State at the end of each half-year.

ARTICLE IV.

To the above stipulations His Highness the Diwan agrees on the condition that should any Native State in Guzeratti be hereafter allowed to grow and manufacture opium in the same manner as the Baroda State has been, a similar privilege shall be granted to the Palanpur State.

This agreement containing IV Articles was agreed to at Palanpur the twenty-first of September one thousand eight hundred and ninety-two between the Political Superintendent of Palanpur and His Highness the Diwan of Palanpur.

(Sd.) In vernacular
His Highness the Diwan of Palanpur.

(Sd.) WILLIAM SCOTT, *Colonel,*
Political Superintendent, Palanpur.

Witnesses—

(Sd.) DULLABHJI DHARNESHI VED,
Chief Minister, Palanpur State.

(Sd.) DULI RAI GIRDHARLAL MEHTA,
Personal Assistant to the Political Superintendent, Palanpur.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA:
The 26th October 1892.

H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. C.

ARRANGEMENT made by the BRITISH GOVERNMENT between HIS HIGHNESS the GAEKWAR OF BARODA and HIS HIGHNESS the DEWAN OF PALANPUR.

Whereas His Highness the Dewan of Palanpur possesses certain rights in and over the Wantas of Chansol and Nagawasna situated in Baroda territory, which rights His Highness the Dewan is desirous of exchanging for an adequate compensation payable by the Baroda Darbar.

And whereas His Highness the Maharaja Gaekwar is desirous to acquire the said rights enjoyed in his territory by His Highness the said Dewan of Palanpur.

The Governor-General in Council has, with the consent of His Highness the Gækwar of Baroda and His Highness the Dewan of Palanpur, made the following arrangement :—

1. The Baroda State will pay to His Highness the Dewan of Palanpur, his heirs and successors, year by year not less than fifteen days before the date on which the tribute payable by Palanpur to Baroda falls due, the sum of nine hundred rupees (₹900) Siccai currency through the Palanpur Political Superintendency, and on failure of payment on the day fixed interest shall accrue at the rate of ₹6 per cent. per annum. The payment of ₹900 per annum with any interest that may so accrue shall be under the guarantee of the British Government.
2. In consideration of the said annual payment all rights and interests of any description whatever of His Highness the said Dewan of Palanpur situated in the said Wantas of Chansol and Nagawasna are hereby absolutely transferred to His Highness the Gaekwar's Government without any reservation.
3. The Baroda Darbar will also pay to His Highness the Dewan of Palanpur a lump sum of eight hundred rupees (₹800) in commutation of any outstandings which may be due to the Palanpur Darbar by the cultivators of the said Wantas of Chansol and Nagawasna.

By order of the Governor-General in Council,

SIMLA:
The 21st October 1892.

(Sd.) H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. CI.

AGREEMENT PROHIBITING THE CULTIVATION OF HEMP IN THE PALANPUR STATE,—1904.

Form of Formal Acceptance.

1. That cultivation of hemp shall be entirely prohibited in the Palanpur State.

2. That the hemp drugs from time to time required for consumption in the Palanpur State shall be obtained only by importation from the bonded or central warehouses established in the Presidency of Bombay. The importation to be regulated by rules made for the removal of the drugs from such warehouses and payment of duty to be made previous to removal at the rates fixed from time to time by Government as being leviable on drugs manufactured in or imported into the Presidency of Bombay.

Note.—The warehouses established are central or bonded warehouses—
1. Ahmednagar City. Of the Ahmednagar District.
2. Belapur in Rahuri Taluka.
3. Vita in the Khanapur Taluka of the Satara District.
Bonded warehouses—
4. Bombay City.
5. Surat City.

3. That the Palanpur State will adopt such measures as shall from time to time appear to the British Government to be necessary for effectively preventing any export and any illicit import of hemp drugs across its frontiers.

4. That the sale of intoxicating drugs within the Palanpur State shall henceforward be conducted by licensed vendors only.

5. That intoxicating drugs shall not be supplied by the State to any of the said licensed vendors except on payment of a price not less than the quantitative duty fixed by Government from time to time *plus* cost price of the drugs at such rate as may be ascertained at the commencement of each year by the Political Agent through the Commissioner of Abkari to be the approximate wholesale market price (*ex*-duty) of the drug.

6. That no licensed vendors in the Palanpur State shall at any time be permitted to sell intoxicating drugs at a price lower than the quantitative duty and the cost price referred to in clause 5 above.

7. That the system of taxation and control of hemp drugs in the State shall be henceforward assimilated in its general features to that in force in the neighbouring British Districts and that the Palanpur State will hereafter from time to time adopt and enforce any change made in the British system in this connection, which the Governor in Council, Bombay, shall, in the interest of the British intoxicating drugs revenue, desire it to adopt and enforce.

8. That the State will furnish every half-year on the 1st October and

1st April to the British Political authorities of the Palanpur State with accurate accounts of the intoxicating drugs transactions of the Palanpur State in such form as may from time to time be prescribed by the Commissioner of Abkari, in consultation with the Political Agent, Palanpur.

(Sd.) R. V. PATWARI,

Palanpur, 13th August 1904. *Chief Minister, Palanpur State.*

No. CII.

ARTICLES of AGREEMENT CONCLUDED BETWEEN the GUIKWAR GOVERNMENT and SHER KHAN BABEE BAHADOOR, NAWAB of SUMMEE and RADHUNPORE, by SUCCARAM MAHADEO, vested with powers for that purpose from HIS HIGHNESS ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR, and under the advice of CAPTAIN JAMES RIVETT-CARNAC, RESIDENT at BARODA,—1813.

ARTICLE 1.

Perpetual friendship shall be maintained between the Guikwar Government and Sher Khan Babee Bahadoor, Nawab of Summee and Radhunpore, his heirs and successors.

ARTICLE 2.

His Excellency the Nawab, his heirs and successors, engage to acknowledge the control of the Guikwar State under the mediation of the Honourable Company's Government in all external relations, and that he will have no communication of any description whatever with foreign powers except with the knowledge and sanction of the Guikwar Government.

ARTICLE 3.

The Guikwar Government shall never interfere in the internal concerns of the Radhunpore State; but in consideration of His Excellency the Nawab having recognised the supremacy of the Guikwar State, he (Nawab) consents to make an annual acknowledgment by presenting a horse and clothes through the Company's authority at the Guikwar capital.

ARTICLE 4.

When an enemy invades the territories of Radhunpore, the Guikwar Government engages, by the advice of the Honourable Company's Government, to assist the Nawab with its forces in defending his dominions. It is, however, to be clearly understood that the Guikwar Government is not

bound to assist the Nawab in the regulation of his internal government, but only against external attacks; on such occasions the Nawab engages to reimburse the Guikwar for the expenses which may be incurred by the equipment of its forces, which on no other account will enter the limits of the Radhunpore State.

Dated Camp near Pahlunpore, the 22nd day of Zilhej, 1228 Hegira, corresponding with the sixteenth day of December in the year of our Lord one thousand eight hundred and thirteen.

Seal of Sher Khan Babee.

Approved and confirmed by the Governor-General in Council on 28th January 1814.

No. CIII.

TRANSLATION of an AGREEMENT entered into by the NAWAB of RADHUNPORE, SHER KHAN BABEE BAHADOOR, with the HONOURABLE COMPANY, on the 24th Ramzan 1235 Hegira, or the 6th July 1820.

That for a long time the depredations of the Khosas in my dependencies, the pergunnahs of Radhunpore, Summee, etc., have been great, and from that cause the depopulation and injury to them extensive; and as it was not in my power to restrain or expel the Khosas, I wrote describing my situation to the British Government.

The troops of that Government have in consequence been sent to my assistance, and have punished and expelled the Khosas; and as from this measure the safety and prosperity of my pergunnahs and people will be secured, I therefore agree of my own free will to the following Articles :—

ARTICLE 1.

I engage not to permit robbers or enemies of the government to remain in my dependencies, nor will I allow any Rajpoots or Koolees to remain in my districts and molest or plunder the territories of the Honourable Company, of His Highness the Guikwar, or those of any other State, nor will I maintain any sort of connexion with the Khosas.

ARTICLE 2.

In order to promote the chastisement of the Khosas or other robbers, every intelligence of them shall be communicated to the troops of the Sircar wherever they be stationed, and no exertion equal to my ability in their punishment shall be wanting, and on every occasion whatever force of foot or horse I have shall accompany the troops of the government.

ARTICLE 3.

As the British troops came here in consequence of my letters and complaints and have expelled the Khosas, and as my districts and ryots will derive great advantages from their exertions, it becomes incumbent on me, as in these arrangements the British Government has expended and will have to expend considerable sums of money, that I should aid, in proportion to my means, in discharging this expense. I therefore agree to pay an amount yearly in proportion to my means, and as the government may direct.

The above three Articles should be duly executed and observed in all respects.

The Seal of the Nawab of Radhunpore.

(Sd.) WM. MILES, *Captain, and Agent.*

No. CIV.

ENGAGEMENT entered into with CAPTAIN PRESCOTT, Political Superintendent, PALANPUR, by HIS EXCELLENCY ZURAWAR KHAN BABI, NAWAB of RADHANPUR, transferring his SHARE of the Anwurpur SALT PANS to the HONOURABLE COMPANY,—1840.

1. His Excellency the Nawab cedes his share of the Anwurpur salt pans, relinquishing all right and concern therewith to the Honourable Company, who are to have whole power to increase or diminish the price of salt or entirely prevent its manufacture, and the Nawab further engages to open no new salt works without the permission of the British Government.

2. Conformable to Government instructions of 24th October 1839, the Nawab will continue to abstain from levying transit duties on salt, and further engages to prevent Ghassya salt passing through his district.

3. Under the above arrangement the Nawab will receive yearly from the British Government Company's rupees ten thousand five hundred (10,500) in full compensation for his previous receipts from the pans, his transit duties on salt, and his realizations from Ghassya. But the payment

of his compensation is conditionable on the Nawab's not encouraging the traffic in Ghassya salt, or any measures which may check the resort of dealers to the Anwurpur or other Government salt works.

4. The Nawab will be permitted yearly to receive free of duty from the Anwurpur pans, Indian maunds 262½ or Guzerati maunds 525 of salt for the use of his Darbar, and, should the Anwurpur pans be closed, to receive the same from some other Government salt works.

5. Such payments as have hitherto been made at Anwurpur for charitable purpose will be continued, and to enable him to discharge the same the Nawab will receive yearly from the Honourable Company, Company's Rs. 548 and 176 Guzerati maunds (Indian maunds 88) of salt to be distributed agreeably to the accompanying Yad.

6. The limits of the salt pans will be fixed and marked out, and the Agrias (salt manufacturers) will not be permitted to encroach on other lands; but if such should be required by them, the limits will be extended, land being ceded to them at a reasonable price.

7. The Nawab will continue to levy his viras and wujeh (land-tax on produce) as heretofore from such of the Agrias as are his subjects, but they shall be subject to no extra tax on account of salt. While residing in the Nawab's territory, they will be subject to his authority in all other matters except salt, but the jurisdiction over the salt pans having been ceded to the Honourable Company, shall be exercised solely by its agents.

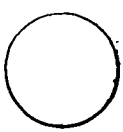
8. The amount specified in the 3rd and 5th paragraphs, *viz.*, Company's Rs. 11,048, will be paid yearly from the Government Treasury at Ahmedabad, after the close of the year, on the 10th January, to an agent of the Nawab's provided with a written application from him to the Collector.

9. The engagement is to have effect from the 1st January 1840 = 25th day St. A. H. 1255.

Signed and sealed at Radhanpur, 15th April 1840 = 12th Suffur A. H. 1256.

Nawab of Radhanpur's seal.

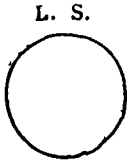
L. S.



CAMP RADHANPUR: *The 15th April 1840.*

(Sd.) C. B. PRESCOTT,
Political Superintendent, Palanpur.

L. S.



Yad referred to in paragraph 5 above.

Charitable allowances for five years as taken from accounts :—

Sumvut 1888	A. D. 1831-32	686	3	24
„ 1889	„ 1832-34	487	1	44
„ 1891	„ 1834-35	740	3	93
„ 1892	„ 1835-36	412	3	65
„ 1893	„ 1836-37	604	1	87
	TOTAL	2,932	1	13

Equal to Company's Rs. 548-0-35 at 107 Seecas per 100 Company's Rupees . . . . 586 1 82¾ Average for one year.

Yearly rates of salt on which duty is to be remitted to enable the Nawab to dispense charitable and religious donations :—

	Maunds.
For Samee Gudagir Gosain of Gudagir	40
„ Byragy Ballukdas temple at Gochunt	20
„ Byragy Jeramdas of Radhanpur temple	25
„ Byragy Ballukdas of Abumes „	10
In charity distributed by Bandri Virchuri Anwurpur	25
To three temples at Anwurpur	15
„ the Huthuts of Koer	10
Desye Wukatsing and Omirsing of Anwurpur	31
TOTAL	176

(Sd.) C. B. PRESCOTT,
Political Superintendent, Palanpur.

No. CV.

AGREEMENT between LIEUTENANT-COLONEL FREEMAN HENRY JACKSON, Political Superintendent, Palanpur, acting under the authority of His Excellency the Governor of Bombay in Council on behalf of the British Government and MAJOR MALCOLM THOMAS LYDE, Administrator, Radhanpur State, on behalf of minor NAWAB MAHOMED SHER KHAN of Radhanpur on behalf of himself, his heirs and successors regarding the manufacture, consumption, and sale of opium in the Radhanpur State.

Whereas in accordance with the existing relations between the British Government and the Radhanpur State the cultivation of poppy and the

manufacture of opium are prohibited in the Radhanpur State and no opium may be consumed in the said Radhanpur State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay and whereas in consideration of the covenants on the part of the Radhanpur State hereinafter contained the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said Radhanpur State for consumption therein in accordance with the said covenants.

2. The Administrator, Radhanpur State, on behalf of the minor Nawab agrees with the British Government with reference to all former agreements on the same subject matter as follows, *viz.*:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) :—

(*a*) by direct importation from Malwa and Rajputana or

(*b*) by purchase in Bombay or

(*c*) by purchase at any convenient opium depôt of the British Government

and that all opium so procured shall be imported into transported through or exported from British India as the case may require in accordance with the law and rules regarding import transport and export of opium at the time in force in the part of British India into through or from which such import transport or export is necessary.

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier.

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants.

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price which is not less than the price at which at the time being licensed vendors are being supplied in the British District of Ahmedabad.

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British District of Ahmedabad.

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British District of Ahmedabad.

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department No. 7207 dated 18th September 1895 and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India which the Governor in Council of Bombay shall in the interests of the British opium revenue desire him to adopt and enforce.

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Palanpur Superintendency in such form as the Governor in Council of Bombay shall after consulting the Political Superintendent Palanpur from time to time prescribe accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as the Radhanpur State duly fulfils the foregoing covenants the whole of the duty payable to the British Government on any opium conveyed into the territory of the Radhanpur State in accordance with the relations between the British Government and the Minor Nawab as recited in the preamble to this Agreement shall be remitted or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay then that the whole of the amount of the duty which has been so paid shall be refunded to the Radhanpur State.

Provided that nothing in this Agreement shall affect the ultimate right of the British Government as paramount authority on occasion arising to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause and that no such alteration shall release the said Radhanpur State from any of the covenants performable by him under this Agreement.

4. And it is further agreed between the parties hereto that in this Agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Radhanpur this 16th day of February 1897.

M. T. LYDE, *Major*,
Administrator,
Radhanpur.

F. H. JACKSON, *Lieut.-Col.*,
Political Superintendent,
Palanpur.

No. CVI.

AGREEMENT PROHIBITING THE CULTIVATION OF HEMP IN THE RADHANPUR STATE,—1904.

Form of Formal Acceptance.

1. That cultivation of hemp shall be entirely prohibited in the Radhanpur State.

2. That the hemp drugs from time to time required for consumption in the Radhanpur State shall be obtained only by importation from the bonded or central warehouses established in the Presidency of Bombay. The importation to be regulated by rules made for the removal of the drugs from such warehouses and payment of duty to be made previous to removal at the rates fixed from time to time by Government as being leviable on drugs manufactured in or imported into the Presidency of Bombay.

3. That the Radhanpur State will adopt such measures as shall from time to time appear to the British Government to be necessary for effectively preventing any export and any illicit import of hemp drugs across its frontiers.

4. That the sale of intoxicating drugs within the Radhanpur State shall henceforward be conducted by licensed vendors only.

5. That intoxicating drugs shall not be supplied by this State to any of the said licensed vendors except on payment of a price not less than the quantitative duty fixed by Government from time to time *plus* cost price of the drugs at such rate as may be ascertained at the commencement of each year by the Political Agent through the Commissioner of Abkari to be the approximate wholesale market price (*ex*-duty) of the drug.

6. That no licensed vendors in the Radhanpur State shall at any time be permitted to sell intoxicating drugs at a price lower than the quantitative duty and cost price referred to in clause 5 above.

7. That the system of taxation and control of hemp drugs in this State shall be henceforward assimilated in its general features to that in force in the neighbouring British districts and that the Radhanpur State will hereafter from time to time adopt and enforce any change made in the British system in this connection which the Governor in Council of Bombay shall in the interest of the British intoxicating drugs revenue desire it to adopt and enforce.

8. That the State will furnish every half-year on the 1st October and 1st April the British Political authorities of the Radhanpur State with accurate account of the intoxicating drugs transactions of the Radhanpur State in such form as may from time to time be prescribed by the Commissioner of Abkari in consultation with the Political Agent Palanpur.

(Sd.) N. S. COGHILL, *Captain,*
Administrator, Radhanpur State.

Radhanpur 16th April 1904.

No. CVII.

AGREEMENT and SECURITY entered into by the TOWN and CHIEFS of TERWARA and its DEPENDENCIES with the AGENT of the BRITISH GOVERNMENT, Assar Vud 3rd, or 28th July 1820.

The troops and villages depending on Terwara having been depopulated, and we (the Chiefs) reduced to great distress, in order to obtain the protection of Government that they may be again repeopled, and that we may be placed in comfort and security, we, Buloache Khan, Vuludi Hussun Khan, Ayum Khan, Vuludi Kumal Khan, Roria Aja, Vuludi Roadan, Roria Agra, Vuludi Dhunrajjee, Roria Bechur, Vuludi Dewan Juggote Asun, etc., the whole of the inhabitants of Terwara, of our own free will, agree to the following Articles :—

ARTICLE 1.

We (the above-named) and our brethren and the Koolees of our dependencies all included engage not to plunder or rob in the territories of the Honourable Company, nor in any other State or pergunnah, nor to be in anywise the cause of robbery or plunder.

ARTICLE 2.

We engage not to allow the Khosas or any other robbers or enemies of the Sircar to remain in Terwara, nor the villages depending on it, nor will we maintain any sort of connexion with them, nor send intelligence to them, but aid in their discomfiture or punishment to the utmost of our ability, and we also engage to forward intelligence of the Khosas to the detachment of the Sircar wherever they may be stationed, and should it be necessary will accompany them.

ARTICLE 3.

The troops of the Sircar have expelled the Khosas, and have restored this country to order, and in effecting these measures great expense has been and will be incurred by the British Government: we therefore willingly agree to pay a sum yearly consistent with our ability, or as the government may direct.

In this manner three Articles have been agreed to by us, and we engage to abide by them.

(*Signed by the Chiefs of Terwara*).

Perpetual security—GUDVI VEERUM VULUDI GODUR

(*of Pardir*).

Precisely similar engagements were signed by the Chiefs and brotherhood of Tharad, Warahi, Deodar, Wao, Chorwar, Suigam, Chadchat, and Bhabar.

No. CVIII.

TRANSLATION of an AGREEMENT with the BRITISH GOVERNMENT entered into by the THAKUR of THURAD, WAGHELA KAREM SING, on the 23rd AUGUST 1826.

Whereas in the hope of protection from the injuries inflicted on our district by the Khosas, Koolees, and others, and of advancing the prosperity of our pergunnahs, a bond of agreement with the British Government was executed by us, dated 15th Magsud, Sumvut 1878, in the 3rd paragraph of which we stipulated to pay to the extent of our means our proportion of the expenses incurred in preventing the inroads of the Khosas, or any other marauders, and to pay our quota yearly, in conformity to which engagement we have until now guided ourselves by the instructions of the British Government ; but now that the British Government in its great goodness is pleased to cancel the above obligation on our part to pay such necessary expenses incurred for our benefit, we are deeply gratified for the same, and bind ourselves for the future by the following engagements :—

ARTICLE 1.

We promise to conform ourselves in every respect to our former agreement with the British Government, with the exception of the 3rd paragraph respecting our payments therein stipulated to be by us paid, and to conduct ourselves as faithful dependants on the British Government.

ARTICLE 2.

The Koolees, Rajpoots, or armed men of other districts, who may come peaceably, and with the intention of residing quietly in our talookas, shall not be licensed to remain without their so coming being communicated to the British Government ; and in case security for their good conduct, and bail for their appearance when called for, should be required by the British Government, it shall be demanded from them, nor shall they in such case be allowed to remain without consenting thereto.

ARTICLE 3.

The ancient obligation existing previous to the above-mentioned Treaty between us and the British Government, and the Baroda Government, shall remain in full force as heretofore ; we will in every respect guide ourselves in conformity thereto.

ARTICLE 4.

We will in no respect permit robbers or disturbers of the public peace to find shelter in our districts, or any dependencies of ours, and when claimed by either the British or Baroda Government we will deliver them up if they fall into our power.

ARTICLE 5.

Whenever the British forces proceed for the suppression of robbers, bandits, or Khosas, we will prepare all the means in our power of horse and foot in aid of the British armament, and send the ablest of our people with them as becomes obedient dependants on the British Government, and the person in charge of our contingent shall be placed under the authority of the Commandant of the British forces.

ARTICLE 6.

The talukdars or petty Chieftains shall on no account wage private wars or disturb the public peace by mutual discords ; in case of such quarrels the same shall be communicated to the British Government, and the decision of its authority to be final.

ARTICLE 7.

We will not avail ourselves of the weakness or poverty of any village land-holders to extort Girass or any other rights, and when any village offers to bind itself to dependency or tribute, we promise not to accede to such arrangement without the knowledge and approval of government.

ARTICLE 8.

The Koolees, Rajpoots, and others, in fact any, inhabitants of our villages shall in no respect be permitted to commit any irregularities in the districts of the British or Baroda Government, or any other dependencies, and we are responsible for their misdemeanours ; such are the eight Articles of our agreement, and we will act in conformity thereto ; and if we are ever found departing from these engagements, we are answerable to make good the claims instituted, and pay such fine as shall be ordered by government, submitting ourselves to its decision.

Signed by the Chiefs.

Precisely similar engagements were signed by the Chiefs of Wao, Warahi, Deodar, Chorwar, Suigam, Chadchat, Terwara, and Bhabar.

No. CIX.

TRANSLATION of an AGREEMENT taken from the RANA of WAO and others, his relations, dated Palanpur, 27th March 1848.

To MAJOR BROWN, POLITICAL SUPERINTENDENT of PALANPUR, for and on behalf of the HONOURABLE COMPANY.

We, Rana Sirdar Singh walad Jalim Singh Chuan of Wow ; Shereji walad Khengarji of Rachana, Wow Taluka ; and Chuan Agur Singh walad Verbhaji of Kundalia, Wow Taluka,

We, in supersession of the agreement made on the 8th May 1846, do hereby enter into this Agreement with the Government to prevent all sale and export of Ghassya salt brought from the Runn in our taluka, and will not permit its import or transit through it from other talukas or districts, for which we are to receive from the British Government annually the sum of Company's Rs. (361) three hundred and sixty-one as follows :—

		Rs.
Rana Sirdar Singh of Wow for the villages of Rachana, Kundalia, Mowsurree and Assarah		287
Chuan Shereji walad Khengarji of Rachana, *viz.*—		
Of Rachana and Kundalia	41	
Of Assarah	23	
Chuan Agur Singh for Kundalia		64
Wao Taluka		10
TOTAL .		361

In this manner we will receive annually. Should any breach of this agreement take place, we agree to forfeit the compensation for the year in which such deviation occurs, and for every additional breach during the same year we agree to pay a fine equal in amount to the yearly compensation granted. The commencement of this agreement is from 1st January 1841 ; this writing is passed with our free will and consent, dated 27th March 1848.

(Sd.) RANA SIRDAR SINGH, and others.

No. CX.

TRANSLATION of an AGREEMENT entered into by the JHAREJAS of SANTULPORE for the SUPPRESSION of INFANTICIDE, dated Choitro Soodh 2nd, Sumvut 1883, 3rd March 1827.

It being reported that the murder of female children is still continued among the Jharejas of Santulpore and Charchut, and as this custom is wicked, unnatural, and forbidden in the Hindu shasters, and as it is the anxious desire of the British Government that a custom so degrading and revolting to humanity should be suppressed, and that arrangements should be made to restrain the Jhareja brethren from the commission of this crime in future, also that satisfactory assurances should be given to that effect, we, Kullian Sing, Maun Sing, Bowajee and Wukut Sing, the sons of Moolwajee, and Nathojee, the son of Hujjajee, etc., with the whole of our brethren, hereby declare that since Sumvut 1875, A.D. 1818, when Captain McMurdo made arrangements for the suppression of child murder at Bhooj, no one has destroyed his female offspring in our taluka; that fifteen daughters of our family are now living, and we with true hearts engage to ensure the observance of this contract, and that no one, including all our

brethren, shall again commit this crime in our taluka. We engage also when any daughters are born to us to communicate the same to the Karkoon at Santulpore for the information of Government, and in order that the births be registered. If any one among our brethren should violate this contract by the murder of his daughter or daughters in our taluka, that man shall be considered a criminal, and we engage to make Government acquainted with the fact and his name, and if we do not, we have violated our engagements to Government and are offenders.

A precisely similar engagement was made on 9th June 1827 with the Jharejas of Chadchat.

No. CXI.

AGREEMENT entered into by the JHAREJA CHIEFS OF SANTULPORE and CHARCHUT with MAJOR J. R. KELLY, POLITICAL SUPERINTENDENT of PAHLUNPORE, for the SUPPRESSION of the CRIME of FEMALE INFANTICIDE within their districts, dated the 18th June and 15th August 1853.

The Honourable the Court of Directors having remarked that since the year 1846 the females of the Jhareja tribe under twenty years of age continue to be much less in number than those of the male sex under that age, and required information on this subject ; and we having been requested by you to enter into an engagement for the purpose of saving our female children similar to the engagement entered into by the Jam of Nowanuggur on the 25th of February 1812 ; we write to say that we well know that it is a great sin to kill an infant, and that the murderer thereof will go to the deepest hell, for so it is written in the shaster : this we know. Moreover, the Sircar has sent us books on the subject of infanticide, in which there are many quotations from the shaster to the effect that there is no sin equal to killing a female infant. No one, therefore, should be guilty of this sin, but should save his infant daughter : this is true religion, and we therefore willingly agree to the following arrangements for the preservation of our infant daughters, which are to be binding on us for ever, *viz.*—

ARTICLE 1.

Every Jhareja living in Santulpore and Charchut to whom a daughter may be born, shall immediately give information to the Karkoon belonging to his district, who will enter the child in the list kept by him, from which the yearly returns are framed. The number of births which have occurred during the year will with ease be ascertained by these means.

ARTICLE 2.

In the event of any Jhareja's daughter dying, information is to be given to the Karkoon in charge of the district, who will make every proper enquiry into the cause of the death and enter the cause of death in the list.

ARTICLE 3.

Should any female infant of tender age die, its body is to be shown to four of the most respectable people of the village, but of different castes, and the cause of death must be ascertained as far as possible, and stated in the proceedings of the inquest, which must be sent to the government Karkoon, after which the body may be buried : without this precaution the body must not be buried. No Jharejas are to be allowed to assemble on the punchayet.

ARTICLE 4.

Should any Jhareja's infant daughter fall ill, information must be given to the government district Karkoon, and the cause of the illness mentioned to the Karkoon, that it may be noted by him in his list.

ARTICLE 5.

In the event of any female infant dying, and being buried without acquainting the government Karkoon and assembling a punchayet to ascertain the cause of its death, then the party guilty of the infringement of this agreement shall submit to such punishment as government may decide.

ARTICLE 6.

As above written we will abide, and make no dispute hereon. Whoever shall offend and plead ignorance of the above engagement as an excuse to escape punishment, he must not be listened to, as all have been made well acquainted with the contents of this engagement.

ARTICLE 7.

In the event of the government Karkoon being engaged in other business elsewhere and unable to attend, then the Chief of the horsemen on the thanna will be consulted, and everything arranged through him.

In this way we have, of our free-will and consent, and being in possession of all our faculties, entered into the above engagement, and we have given, as perpetual security for the due fulfilment of the above writing, the undermentioned, *viz.*, Barote Puttoo Sut Meta wulud Jussa, Swamees Ruttonghur, Sut Maughur, Tejghur wulud Mullooghur, Gudvee Hurree Sing Sut Amra wulud Veerma, Brahmins Pachun wulud Kana, Gora wulud Kana, Gudvee Poonja Sut, Rabeer wulud Davaet, Brahmin Nanjee wulud Mugga, Purmar Runmall wulud Kesserjee, Waghela Veerum wulud Mala, Brahmin

Gungaram wulud Roora, Brahmin Bhakur wulud Jewna, Brahmin Jetta wulud Dana, Swamee Gungaghur wulud Maughur, and Kapree Samut wulud Ram Sing.

Signed by 153 persons.

We do hereby state that we shall abide, and cause the Jharejas to abide also, by the above writing, and we ourselves shall be answerable for it.

Signed by the sureties.

A precisely similar engagement was signed by the Jharejas of Tharad and Warahi.

No. CXII.

SUBSTANCE of AGREEMENTS passed by the undermentioned TALUKDARS and JAGIRDARS under the PALANPUR SUPERINTENDENCY regarding OPIUM,—1879.

Whereas new rules have been made by Government in regard to opium, and we are to receive the duty at Rs. 650 per chest on the opium consumed within our taluka or jagir, we, the talukdars or jagirdars of . . . . give in writing, as directed, an agreement to the effect that we shall not import or permit others to import illicit opium, that opium shall not be sold in our taluka at a less price than that at which it is retailed in British territory, that we shall furnish to our Thandar, for submission to the Political Superintendent, through the Assistant in charge of the districts, half-yearly statements of opium on 31st March and 30th September of every year, showing the quantity of opium imported, the amount sold during the half-year, the amount of the sale-proceeds, and the stock of opium which remained on hand at the end of the half-year.

We shall act up to the above agreement, and our heirs shall do the same. We pass this agreement of our own free-will.

Here follow the signatures of the Talukdars and Jagirdars of the Suigam, Terwara, Bhabar, Deodar, Tharad, Kankrej, Warahi, Santalpur, and Chadchat talukas.

PALANPUR,
The 6th June 1879.

(Sd.) P. H. LEGEYT, *Licut.-Col.*,
Officiating Political Superintendent.

IV.—MAHI KANTHA AGENCY.

THE system of perpetual settlement which was adopted in Kathiawar in 1807, and which obviated the necessity of the periodical advance of a collecting or mulkgiri army, was found to be so beneficial to the country and people that it was soon afterwards resolved to extend it to the Gaekwar's claims over the Mahi Kantha. The first who entered into engagements of the kind was the Chief of Ghorasar. It was not till 1812 that the Engagements (No. CXIII) were generally concluded, by which the Chiefs bound themselves to pay the Gaekwar's dues on the average of what had been collected during the ten preceding years. These engagements, however, only settled the Gaekwar's claims, and left unadjusted the exactions levied by the Raja of Idar and the black-mail taken by the Koli Chiefs. Since 1820, when the Gaekwar agreed * not to send troops into the districts or prefer any claims against the inhabitants in them, except through the arbitration of the British Government, the paramount authority in the Mahi Kantha has been exercised by the British Government alone. In 1839 a court of criminal justice was established in the Mahi Kantha similar to that which had been established in Kathiawar. It is presided over by the Political Agent, aided by two or three assessors, for the trial of heinous offences and all cases in which the parties concerned are subjects of different Chiefs.

Captain (afterwards Sir James) Outram instituted in 1838 border panchayats for the settlement of the numerous blood feuds and disputes between the wild Bhils on the Mahi Kantha and Rajputana frontier. The system, which is one of money compensation for crime, was found to be effective in preventing reprisals and maintaining peace. The courts, however, met at irregular intervals owing to the difficulty of arranging a meeting between the political officers on both sides of the border who presided jointly over them, and disturbances again became numerous. In 1873, therefore, revised rules were drawn up, providing for the more regular assembly of these courts under one British officer as president, aided by two assessors from each of the States concerned, and enhancing the scale of compensation for certain specified crimes. The rules were again revised in 1877, when murder was omitted from the scale of compensation, the scale for wounding was raised, and it was arranged that the Political Agents from both sides should sit on the border court instead of one of them with assessors. It is now (1906) proposed to extend the principle of extradition as far as possible.

* See Baroda, Volume VIII.

In 1886-1887 the total abolition of transit dues throughout the Mahi Kantha was effected.

The area of the Mahi Kantha is 3,124 square miles; the population, according to the census of 1901, is 361,545, distributed under the Maharaja of Idar, the Maharana of Danta, and numerous petty Chiefs, of whom the Rao of Pol and the Rawals of Malpur and Mansa are the most important. The total revenue of the Mahi Kantha, including that of Idar, may be estimated at about Rs. 10,85,374. Out of this total, tributary payments are made to the British Government (Rs. 921-11-2), to the Gaekwar (Rs. 1,29,483), to Idar (Rs. 8,652-4-5),* and to certain other authorities (Rs. 2,978).

1. IDAR.

After the short tenure of the office of Moghal Deputy in Gujarat by Abhai Singh, Raja of Jodhpur, his two younger brothers, Anand Singh and Rai Singh, aided probably by the influence of his name, possessed themselves of the principality of Idar. This family is the last that effected a settlement in Gujarat by conquest. The Idar territory comprised the districts of Idar, Ahmadnagar, Morasa, Bayar, Harsol, Parantij, and Bijapur, to which five other districts were rendered tributary. Anand Singh was killed in one of the numerous conflicts with the Rajput proprietors of the soil, and was succeeded by his younger son, Sheo Singh, under the guardianship of Rai Singh, his uncle, who shortly afterwards died without issue. During the rule of Sheo Singh he was stripped of Parantij, Bijapur, and half of the three districts of Morasa, Bayar, and Harsol by the Peshwa, which districts were afterwards ceded by the Peshwa to the British Government. The other half of the Idar territories went to the Gaekwar, who contented himself with the exaction of a share of the annual revenues, which, at the settlement of 1812, was fixed in perpetuity at Rs. 24,001 for Idar, and Rs. 8,952 for Ahmadnagar. Sheo Singh died in 1791, leaving five sons, the eldest of whom, Bhawan Singh, succeeded him, but died in a few days, leaving the State to his son, Gambhir Singh, a boy of ten years.

The death of Sheo Singh led to dissensions in the family, which ended in the dismemberment of Idar. Sagram Singh, second son of Sheo Singh, who had received Ahmadnagar from his father in feudal grant, assumed independence, and with his assistance Zalim Singh and Amir Singh, two

* In addition to this sum, which is paid by otherwise independent States, the Maharaja of Idar receives annually Rs. 19,140 from Chiefs who are his own feudatories – *vide* page 279.

other sons of Sheo Singh, after a long struggle, possessed themselves respectively of Morasa and Bayar during Gambhir Singh's minority. Indra Singh, the fifth son of Sheo Singh, who was blind, received Sur and three other villages for his support.

Sagram Singh, Chief of Ahmadnagar, died in 1798, and was succeeded by his son, Karan Singh. Zalim Singh, of Morasa, died childless in 1806, and Morasa ought to have lapsed to Idar. His widow, however, was allowed by the Gaekwar to adopt Pratab Singh, Karan Singh's brother, on whose death in 1821 Morasa was united with Ahmadnagar; but Gambhir Singh never ceased to lay claim to it. On the death of Amir Singh of Bayar without children, the reversion of Bayar was claimed by both Idar and Ahmadnagar. The dispute was investigated in 1827 by the Political Agent of the Mahi Kantha, and an Engagement (No. CXIV) was concluded adjusting all the disputes between Idar and Ahmadnagar: Idar renounced all claim to Morasa and received two-thirds of Bayar, the remaining third going to Ahmadnagar. This settlement, however, was never acted on, and the disputes continued as vehement as before.

Gambhir Singh of Idar died in 1833, and was succeeded by his son, Jawan Singh. Owing to mismanagement during Jawan Singh's minority and the rapacity of the leading Chiefs, the widow of Gambhir Singh applied to the British Government to take the State under its own management. This was done in 1837. The control of the British Government was relaxed in 1852, but a check on the expenditure was maintained till 1859, when the entire management of the State was transferred to the Raja.

The Chief of Ahmadnagar, Karan Singh, died in 1835, leaving two sons, Prithwi Singh and Takht Singh. On his death a forcible sati occurred, notwithstanding all the efforts of the British officers to prevent it. Immediately after the performance of the rite, Prithwi Singh and Takht Singh with their followers fled to the hills; and several of the subordinate Chiefs were at the same time in rebellion. To prevent a general outbreak an amnesty was proclaimed, of which Prithwi Singh and Takht Singh were the first to avail themselves. Prithwi Singh was installed in Ahmadnagar on his engaging (No. CXV) to prevent the practice of sati; to entertain no foreign mercenaries; to refer all disputes to the British Government; and to abide by the engagements of 1812. Prithwi Singh died in 1839, and, on the death of his posthumous son in 1841, the succession devolved on Takht Singh. This Chief was elected ruler of the State of Jodhpur, on the death of Man Singh in 1843. After going to Jodhpur he still claimed the right

to retain Ahmadnagar in his family, but in 1848 the British Government decided that this claim was invalid, and that Ahmadnagar should revert to the Idar State, together with Morasa and Bayar.

In 1861 the Idar Darbar agreed (No. CXVI) to prevent the smuggling of salt through Idar territory.

Jawan Singh of Idar, who received a Sanad in 1862 (*see* No. LIX) guaranteeing to him the right of adoption, and was a Knight Commander of the Star of India, died in December 1868, when the succession of his only son, Kesri Singh, was recognised by the British Government. During the minority of the young Chief, the State was managed by the Political Agent.

In 1874 an Agreement (No. CXVII) was concluded with the Idar State for the construction of a weir in the river Hathmati and of a canal through Idar territory. By this agreement civil and criminal jurisdiction within canal limits was delegated to the British Government.

In 1881 an Agreement (No. CXVIII) was concluded with Idar, whereby the State renounced all claim to certain co-shared villages situated in the Ahmadabad Collectorate, and was given in lieu thereof four other villages to be held as part of the Idar State.

In 1883 Idar and Tintoi (a vassal of Idar) accepted the Opium Agreement (No. CXIX), which had been concluded in 1878 with the other States in the Mahi Kantha Agency.

In 1885-86 the Gaekwar's contingent was disbanded, and regular mounted and foot police were entertained in their place from the subsidy paid by Baroda.

In 1886-87 the total abolition of transit dues throughout the Mahi Kantha was effected.

In 1887-88 the Scott College for the education of the sons and Bhayads of the smaller Chiefs of the Mahi Kantha, who could not afford to send them to Rajkot, was opened.

In 1888-89, in order to prevent loss to the British abkari revenue, Idar agreed to take the liquor required for three of its villages from the central distillery at Ahmadabad, and the abkari of Barmuara, Rakhial, Mahisa Ghorasar, Haldarwas, and Khadal was leased to Government for a definite period.

The abkari lease of the Ghodasar (including the village of Haldarwas) and Khadal estates was renewed in 1897 for a period of ten years, commencing from the 1st August 1895, as were those of the Bavisi villages of Barmuara, Rakhial, and Mahisa, from which, however, no formal agree-

ments were then considered necessary. The leases were again renewed in 1904 for a further period of ten years

In 1896 a new Opium Agreement (No. CXX) was made with Kesri Singh.

In 1897 the Maharaja ceded to the British Government the land then, or thereafter, required for the Ahmadabad-Parantij railway, together with full civil and criminal jurisdiction over the railway.

Kesri Singh, who assumed the management of his State in 1882, and was created a Knight Commander of the Star of India in 1887, died on the 20th February 1901. A posthumous son, born on the 4th of October 1901 and named Krishna Singh, was recognised by Government, but died on the 30th November 1901, and the Government of India then recognised Colonel Sir Pratap Singh as successor to the Idar gadi, on which he was installed on the 12th February 1902, at the age of 56. Pratap Singh is the second son of Takht Singh of Jodhpur, who was the last Raja of Ahmadnagar and who succeeded to the Jodhpur gadi after the death of Maharaja Man Singh. Sir Pratap Singh served in the Tirah campaign and the Mohmand expedition, and held the command of the Jodhpur Imperial Service Lancers in China. He was created a Knight Commander of the Order of the Bath in 1900, and a Knight Grand Commander of the Star of India on the 22nd June 1897, and made an Honorary Aide-de-Camp to His Majesty the King-Emperor on the 11th January 1902, and given the Honorary rank of Major-General in the British Army on the 9th August 1902. He is also an Honorary LL. D. of the University of Cambridge.

In April 1902 the Government of India recognised the adoption by Sir Pratap Singh of his nephew, Daulat Singh, as his heir to the gadi, on the usual condition that no legitimate son should thereafter be born to the Maharaja. At the time of his adoption Daulat Singh was 25 years of age, and he was appointed an Honorary Aide-de-Camp to His Royal Highness the Prince of Wales at the Coronation in 1902.

The Chief of Idar pays annually Rs. 30,339-15-2 as "ghas dana" (forage for cattle) to the Gaekwar and receives Rs. 19,140-6-11 as "khichri" (supplies for troops) from Chiefs in the Mahi Kantha.

The area of the Idar State is 1,669 square miles; and the population, by the census of 1901, 168,522. The gross revenues of Idar, which are shared by the Maharaja with his feudal Chiefs, are about six lakhs of rupees; the net revenue amounts to Rs. 4,10,771.

The State has (1905) 7 serviceable and 19 unserviceable guns, and 550 armed police. The subordinate Chiefs hold their estates on condition

of military service, the quota being three horsemen for every Rs. 1,000 of revenue. The actual force maintained by them amounts to about 800 men, of whom less than a fourth are mounted, and all of whom are undisciplined.

The Maharaja receives a salute of 15 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

2. PETTY CHIEFS.

Of the other Chiefs in the Agency, the Rao of Pol, the lineal descendant of the former Raos of Idar, and the Maharana of Danta are second class Chiefs exercising almost plenary powers. The latter was granted a personal salute of 9 guns in 1903. The other Chiefs have only petty jurisdictions. Many of them belong to Koli families, and both before and since the introduction of British influence into the Mahi Kantha have been notorious chiefly as turbulent freebooters. A minute account of the various occasions on which the British Government have interfered to quiet the country and maintain peace before and since the general settlement of the Mahi Kantha would be out of place here. Some of them executed Agreements (see No. CXVI) in 1861-62 binding themselves to prevent the smuggling of salt through their territories. In 1878 they accepted an Opium Agreement (see No. CXIX), and in 1896 they made fresh Opium Agreements (see No. CXX). In 1891 the Thakur of Katosan ceded jurisdiction over that part of the Viramgam-Mesana railway which passes through his Estate. The nature of other arrangements made with them from time to time will appear from a perusal of the Engagements (Nos. CXXI to CXXVII).

The following is a list of the petty Chiefships of which 54 are tributary.

No.	Name of place.	Name of Chief.	Class.	Caste.	Age (1906).	Area in square miles.	Population (1901).	Revenue.	Tribute.	
									Amount.	To whom payable.
								Rs. A. P.	Rs. A. P.	
1	Pol . . .	Rao Sri Bhupat Singh . .	II	Rathor Rajput .	22	135	3,959	17,215 0 0	.....	.....
2	Danta . .	Maharana Sri Jaswant Singh	II	Parmar ,, .	56	347	15,262	45,433 1 6	2,371 1 11	The Gaekwar.
									513 15 3	Idar.
									500 0 0	Palanpur.
3	Malpur . .	Rawalji Sri Dip Singh . .	III	Rathor ,, .	44	97	8,065	21,185 13 9	280 4 4	The Gaekwar.
									430 3 5	British Government.
									395 11 8	Idar.
4	Mansa . .	,, ,, Takht Singh .	III	Chawda ,, .	29	25	15,937	63,239 5 1	11,754 0 0	The Gaekwar.
5	Mohanpur . .	Thakur Himmat Singh . .	III	Rehwar ,, .	31	89	10,041	24,455 7 4	4,749 11 2	,,
									2,244 9 6	Idar.
6	Warsoda . .	,, Surajmal . . .	IV	Chawda ,, .	32	11	3,356	28,575 1 4	1,582 14 9	The Gaekwar.
7	Pethapur . .	,, Fateh Singh . .	IV	Waghela ,, .	10	11	5,751	16,722 1 5	8,631 14 10	,,
8	Ranasan . .	,, Kishor Singh . .	IV	Rehwar ,, .	36	30	3,183	8,755 0 0	373 6 2	,,
									749 8 8	Idar.
									3 7 1	British Government.
9	Punadra . .	Mia Abhai Singh . . .	IV	Makwana Koli .	43	11	2,663	13,786 11 1	375 0 0	The Gaekwar.
10	Khadal . .	,, Sur Singh . . .	IV	,, ,, .	47	8	2,215	15,578 11 2	1,751 0 0	,,
									250 0 0	Atarsumba.
11	Ghodasar . .	Thakur Dada Sahib . .	IV	Dabhi Koli .	38	16	6,219	25,398 14 1	3,501 0 0	The Gaekwar.
									488 8 5	Kaira.
12	Katosan . .	,, Takht Singh . .	IV	Makwana ,, .	36	10	5,510	26,731 3 6	4,892 14 11	The Gaekwar.

No.	Name of place.	Name of Chief.	Class.	Caste.	Age (1906).	Area in square miles.	Population (1901).	Revenue.	Tribute.	
									Amount.	To whom payable.
								Rs. A. P.	Rs. A. P.	
13	Ilod	Thakur Vaje Singh	IV	Makwana Koli	14	19	3,806	20,073 9 9	1,863 3 1	The Gaekwar.
									428 5 1	Idar.
									16 12 2	Ahmadnagar.
14	Ambliara	,, Jalam Singh	IV	Khant ,,	48	60	7,227	26,596 10 4	316 10 8	The Gaekwar.
15	Valasna	,, Hari Singh	V	Rathor Rajput	27	21	2,749	5,586 11 1	280 4 4	,,
16	Dabha	Mia Motamia	V	Makwana Koli	38	12	1,307	3,974 6 9	150 0 0	,,
									53 6 0	Ambliara.
17	Wasna	Thakur Takht Singh	V	Rathor Rajput	33	10	4,494	13,336 3 10	3,108 11 2	The Gaekwar.
18	Sudasna	,, Prithi Singh	V	Barad ,,	22	32	6,767	10,721 0 2	1,036 5 7	,,
									361 4 2	Idar.
19	Rupal	,, Hamir Singh	V	Rehwar ,,	28	16	3,113	5,537 1 10	1,164 13 6	The Gaekwar.
									362 1 1	Idar.
20	Dadhalia	,, Jaswant Singh	V	Sisodia ,,	46	28	2,619	3,000 11 3	699 4 6	The Gaekwar.
									610 9 5	Idar.
21	Magodi	Thakur Takht Singh	V	Rathor Rajput	31	23	1,527	5,620 5 3	93 1 10	,,
22	Wadgaon	,, Gulab Singh	V	Rehwar ,,	44	28	2,121	6,373 9 9	.....	.....
23	Sathamba	,, Vaje Singh	V	Baria Koli	44	18	3,022	9,099 0 0	401 0 0	The Gaekwar.
									561 0 0	Balasinor.
									127 0 0	Lunavada.
24	Ramas	Mia Uday Singh	VI	Makwana Moli Mussalman.	18	6	865	1,763 13 11	158 5 4	The Gaekwar.
25	Bolundra	Thakur Budh Singh	VI	Rehwar Rajput	10	6	740	922 14 3	133 14 4	Idar.

No.	Name of place.	Name of Chief.	Class.	Caste.	Age (1906).	Area in square miles.	Population (1901).	Revenue.	Tribute. Amount.	Tribute. To whom payable.
								Rs. A. P.	Rs. A. P.	
26	Derol	Thakur Ram Singh	VI	Makwana Koli	54	Included in the Sabar Kantha Thana Circle, the area of which is 69 square miles.	837	1,748 5 4	513 0 10	The Gaekwar.
									46 8 11	Idar.
27	Khedawada	,, Bechar Singh	VI	,,	14		804	3,192 15 0	302 9 10	The Gaekwar.
									93 1 10	Idar.
28	Kadoli	,, Bhawan Singh	VI	,,	51		831	4,101 14 3	513 0 10	The Gaekwar.
									93 1 10	Idar.
29	Vaktapur	,, Jaswant Singh	VI	,,	24		1,744	4,494 1 0	1,118 4 7	The Gaekwar.
									486 0 10	Idar.
30	Prempur	,, Gulab Singh	VI	,,	26		1,694	4,048 2 6	187 2 6	The Gaekwar.
									46 8 11	Idar.
31	Dedhrota	,, Punj Singh	VI	,,	59		725	3,295 3 8	699 4 6	The Gaekwar.
									74 7 10	Idar.
32	Rajpuri	,, Kalu Singh	VI	,,	40		1,478	2,608 14 7	699 4 6	The Gaekwar.
									186 3 7	Idar.
33	Hapa	,, Vakht Singh	VI	,,	31		838	3,529 12 10	1,025 2 9	The Gaekwar.
									218 13 0	Idar.
34	Satlasna	,, Takht Singh *alias* Hathi Singh.	VI	Chuhan Koli	34	Included in the Gadhwada Thana, the area of which is 97 square miles.	4,329	4,290 5 7	2,794 5 2	The Gaekwar.
35	Bhalusna	,, Mul Singh	VI	,,	55		2,108	1,377 3 1	1,163 0 2	Idar.

No.	Name of place.	Name of Chief.	Class.	Caste.	Age (1906).	Area in square miles.	Population (1901).	Revenue.	Tribute.	
									Amount.	To whom payable.
								Rs. A. P.	Rs. A. P.	
36	Likhi	Thakur Himmat Singh	VI	Chuhan Koli	45	9	959	2,300 12 11	.....	.....
37	Hadol	,, Jawan Singh	VI	Thakarda	24	27	2,665	3,525 0 1	112 10 8	The Gaekwar.
									41 0 0	Idar.
38	Maguna	,, Samat Singh	VII	Makwana Koli	25	Included in the Katosan Thana, the area of which is 56 square miles.	1,572	1,178 8 0	892 5 10	The Gaekwar.
39	Tejpura	Thakurs Jethaji Badaji and Partap Singh Tejaji.	VII	,,	71		356	2,822 2 6	308 6 11	,,
					33					
40	Virsoda	Thakur Gambhir Singh	VII	,,	36		353	1,749 1 5	446 13 2	,,
									120 0 0	Patan.
41	Palej	,, Daulat Singh	VII	,,	29		750	5,215 14 6	399 3 7	The Gaekwar.
42	Deloli	,, Umed Singh	VII	,,	71		800	2,746 0 0	255 14 2	,,
43	Kasalpura	,, Gambhir Singh	VII	,,	53		307	3,000 0 0	48 6 8	,,
44	Memadpura	,, Parbat Singh	VII	,,	31		449	1,300 0 0	174 9 4	,,
45	Rampura	,, Udaji	VII	,,	51		353	1,998 4 10	48 10 5	,,
									50 0 0	Patan.
46	Ijpura	,, Jethaji	VII	,,	36		342	3,301 6 2	238 15 8	The Gaekwar.
47	Ranipura	,, Devi Singh	VII	,,	21		199	1,661 2 4	.....	.....
48	Gabat	,, Rup Singh	VII	,,	19	10	604	2,844 9 5	43 1 0	Idar.
49	Timba	,, Nathu Singh	VII	Chuhan Koli	50	Included in the Gadhwada Thana, the area of which is 97 square miles.	1,675	477 9 6	50 5 10	,,
50	Umri	,, Moti Singh	VII	,,	45		1,021	465 12 6	.....	.....
51	Mota Kotharna	Jagirdar Umed Singh	VII	,,	28		820	466 9 10	.....	.....

No.	Name of place.	Name of Chief.	Class.	Caste.	Age (1906).	Area in square miles.	Population (1901).	Revenue.	Tribute.	
									Amount.	To whom payable.
								Rs. A. P.	Rs. A. P.	
52	Santhal . .	Is co-shared between the Thakurs of Katosan, Deloli, and Kasalpura, Nos. 12, 42, and 43.	...	.....	...	Included in the Thana, Katosan the area of which is 56 square miles.	1,692	.....	1,773 8 2	The Gaekwar.
53	Gokalpura . .	Belongs to the Thakur of Tejpura, No. 39.	...	.....	...		184	.. ...	42 2 2	,,
54	Mulaji-na-pura .	Is co-shared between Nos. 41 and 42.	...	.....	...		220	.....	25 2 3	,,
55	Chandup . .	Is under Matadri tenure .	...	.....	...	Included in the Gadhwada Thana, the area of which is 97 square miles.	604	546 0 0	70 12 3	,,
									216 13 8	Idar.
56	Jher Nirmali .	,, ,, .	...	.....	...	22	4,664	4,537 11 6	1,125 0 0	The Gaekwar.
57	Barmada . .	,, ,, .	...	... .	...	Included in the Bawishi Thana, the area of which is 96 square miles.	2,810	1,500 0 0	901 0 0	,,
58	Bawishi . .	,, ,, .	...	.....	...	96	25,645	44,533 0 0	33,011 11 5	,,

No. CXIII.

SECURITY BOND of sixteen ARTICLES taken by LIEUTENANT-COLONEL BALLANTYNE on behalf of the BRITISH GOVERNMENT from the CHIEFS of the MAHEE KANTA in the year 1812.

We Thakoor * * Koonwur * * brothers, nephews, and inhabitants of * * together with those bearing arms and dependent on the zillah.

According to the custom of the country we have received the orders of government as subjects to be obedient, and to live peaceably and orderly We agreeing thus do of our own accord write the Articles of zamin, fa'el zamin, arr zamin, hazir zamin and mal zamin as follows:—

ARTICLE 1.

We will not be guilty of any violence, theft, etc., nor will we instigate others to such acts in any part of the country. We will not associate with, nor instigate others to associate with, outlaws, whether Koolees (Rajpoots), Mussulman soldiery, Kattees, or other offenders. We will not give them shelter, nor food, nor hooka, nor water; if these come into our villages we will seize and give them up to government; if they should be passing through our boundaries we will pursue, seize, and deliver them up, and then act as government shall order. We will not in any way assist disturbers. Should we be detected in having anything to do with them we will be answerable to government.

If the footsteps of thieves are traced into our boundaries we will carry them forward and deliver them over to the next village; if the thief should belong to our village we will hand him over to government, and the property stolen. Should we know that the people of the next village are engaged in any unlawful acts we will make it known; if we do not we will answer for it ourselves. If any of our people go into the Company's districts, or into any other talookas, to steal, we will be answerable; if the thief should be killed in the act we will not make any claim, nor raise any feud on that account.

ARTICLE 2.

The management of our talooka and land shall always be con duct din obedience to government as hitherto.

ARTICLE 3.

We agree to the arrangement of government regarding the dues of ghasdana, jummabundee, khichree, and other lawful demands; in that manner we will pay them annually. The government dues and certain dues to zemindars are payable by us, and we have given banker's security for their payment; in that manner we will pay without fail.

ARTICLE 4.

Should we have taken possession of any zemindar's land or village through his weakness, we will give them up at the government order on reasonable terms. Should we have obtained any one's land or villages by a loan of money, we agree to its being redeemed in any reasonable way government may decide on, and lay no claim on the land, nor will we dispute with the owner of the village about it. Should there be any dispute on money transactions, either now or hereafter, we will refer it to government and abide by its decision, but will not quarrel direct with the parties, nor accumulate any expense on them, nor without the consent of Government will we purchase or take in pledge or present any lands, Girass, or village.

ARTICLE 5.

We will not quarrel, nor fight, nor instigate others in our talooka, with our relatives or among ourselves. If there should be any disturbance of this kind we will refer it to government and abide by its decision; we will not act for ourselves in anything. If any villages quarrel or collect a mob we will have nothing to say to it. If there should be a government thanna now or hereafter, as they shall tell us so will we do.

ARTICLE 6.

Our lawful dues, Girass, wanta, vole daan rukhoopa, whatever we have always enjoyed, and claim either in the Company's districts, or in talookdars' or zemindars' lands, we will give a detailed account of such to government; and as government shall provide for its payment, we and our children, to the latest posterity, shall abide by. What government will give we will receive with gratitude. Should there be any boundary dispute it shall be referred to government; what shall seem reasonable to government to decide we will agree to.

ARTICLE 7.

If any Girassia shall come to live in our talooka and shall not receive his Girass, runwutia,† pusaeeta,‡ we will inform government, but will not allow him to proceed to violence direct; if we fail in this, and anything

*For further measures taken for the protection of these guaranteed rights, *see* Baroda, Volume VIII.

†Blood compensation. ‡Land held free of rent.

happens in consequence, we will be answerable, or we will hand over such Girassia to government. We will take care that no servant of ours while in our service, being discharged, shall, under pretence of claims on us, create any disturbance, be he Rajpoot, Koolee, or other, or we will be answerable.

ARTICLE 8.

We will not impede any merchant or traveller going or coming; we will protect the roads. If any loss is incurred in our boundaries we will expel and hand up the author to government and be answerable. We will not levy more than ordinary transit dues on any persons.

ARTICLE 9.

Should there be any sebundy, horse and foot, in our service, whether Sindees, Arabs, Mukranees, or other foreigners, we will discharge them; and we will not maintain foreigners in future, nor allow others to do so. If we shall be proved to do so hereafter we will be answerable, and we agree to any punishment government may inflict.

ARTICLE 10.

Should we have given to any one from our paternal estate or shares of our brotherhood any Girass, wanta, pusaeeta, in payment of loan or compensation of blood, or inam, we will not resume without repayment or compensation.

Any Girass or land given for the maintenance of our brothers or relatives which they have always enjoyed shall not be resumed; if in these things there should be any dispute it shall be referred to government, and any reasonable order obeyed.

ARTICLE 11.

If any one in the Company's service, or any troops, be coming or going, we will guard and watch them while on our boundaries, and, according to the custom of the country, will give them guides and guards to escort them beyond our boundaries.

ARTICLE 12.

If the Koolies of our boundaries have any horses it shall be made known to government, and as orders shall be received they shall keep them or not. If we offend government, and government take our horses from us we can lay no claim on that score.

ARTICLE 13.

We will not allow any one to smuggle opium without a perwannah from government sealed. Should it be attempted we will seize it and report it to government, and as government shall order so will we do.

ARTICLE 14.

If any mehta or sepoy shall come to superintend at our villages we will show all our papers and accounts, and will not refuse.

ARTICLE 15.

For any past robberies, if any footsteps have been brought to our village, or the thief is proved to be in our village, or the stolen goods are proved to be in our village, we will restore the whole, and be answerable to government.

ARTICLE 16.

Besides the above Articles we will obey any orders of government. If for any money matters, or any business, or to give evidence, any person is required, we will produce him.

In this manner we have written sixteen Articles, and we and our posterity will abide by them ; if we fail herein we will abide by such punishment as government may inflict. For adherence to these Articles our country and lands, Girras and revenue, are our securities for our good conduct. Bharote * * * of the pergunnah * * is fa'el zamin, hazir zamin, and mal zamin, and Thakoors * * * of * * * are our counter-securities, together with their villages. As above written every year and for ever these shall be answerable and make us so.

No. CXIV.

1843.

TRANSLATION of an AGREEMENT entered into by SREE MAHARAJ KURUN SING, KOOER PIRTHEE SING, and TUKHT SING of AHMEDNUGGER, with SREE MAHARAJ GUMBHEER SING of EDUR, on the amicable settlement of their mutual claim to the BAYER PERGUNAH, *viz.*—

ARTICLE 1.

Whatever revenue realised from the talookas of Ahmednuggur, Morasa, and Megraj, and from the villages of Saberkaunta, together with whatever claims for *ketcheree* and *salamee* we may have on the Brahmins and Girassias of the above three talookas, and which we have enjoyed from former times, to remain in our possession, retaining also our right on Suchodur and Peplodur.

ARTICLE 2.

You have with your free will and pleasure bestowed on us the Morasa and Megraj talookas : these we will enjoy.

ARTICLE 3.

The Bayer pergunnah, which Ameer Singjee enjoys, and regarding which we have come to the following amicable understanding :—

Whatever revenue may be collected from Bayer, Rupees 1,501 to be paid yearly to Kakajee Wagheljee and her two daughters for their maintenance ; of the balance remaining one-third to be ours, two-thirds yours, to be divided according to the sum realised. The share given to you will remain yours as long as sun and moon may endure. Should Waghela Kakajee die, or her daughters Phuljee and Phutjee marry or die, then the sum allotted for their maintenance to be divided amongst us, two-thirds yours, the remaining third ours.

ARTICLE 4.

We empower you to marry the three Baees, Ajujee Lall, Phuljee Lall, and Phutjee Lall, to whomsoever you please. We will pay Rupees 7,001 on account of the expenses of the marriage ; any sum exceeding that must be paid by yourself. The marriage and household expenses of Ajujee Lall you must yourself defray, with it we have nothing to do : the sum of Rupees 7,001 we give but once, and only on the condition that you effect their marriage. If they remain unmarried then that sum is not to be paid. The marriages of Ajujee Lall, Phuljee Lall, and Phutjee Lall being effected by you, the amount above-mentioned will be paid by us.

ARTICLE 5.

The talooka of Kuntaloo Bara, including fines, property, customs, ketcheree, vera, etc., together with whatever may be produced therefrom, we have bestowed on you with the ghasdana. We will never make any claim thereto. Enjoy the same from one generation to another ; for as long as the sun and moon may endure so long will it be yours, neither I nor any who may succeed to me will prefer a claim thereto.

In this way have we, being in full possession of our faculties, and with our free will and consent, and through the instrumentality of Colonel Ballantyne, entered into the conditions of this agreement, which will be respected accordingly. We will give no encouragement to the haramkores of your country, and you must not afford any to ours. The enemies of both talookas to be the mutual enemies of each. I will enjoy the putta of Wurragaum, which is under Morasa ; you may take back all lands, villages belonging to Hursal, which may have been forcibly taken possession of in Wurragaum. There shall be no obstruction from me. Whatever claims Hursal may have in Purosum shall be settled. The ghasdana of Dawaree Veerawala, which is

included in the tribute paid by Edur, we will pay to you yearly. What is above written shall be respected, and Sree Samlajee is offered as a guarantee that no difference will occur hereon, which will be respected even as the words of a holy man.

Sumvut 1883, Bysack Soodh 10th, Shunewar, Camp Edur.

(Sd.) MAHARAJ KURUN SING.
„ KOOER PIRTHEE SINGJEE.
„ TUKHT SINGJEE.

Above written is correct.

Written by DESSAE OOCHUL KUTTOO by order of MAHARAJ KURUN SING.

Witness OOTEGURN RAM JEEWAN RAM,
by order of the Huzoor.

SADRA,
The 4th May 1843.

BHAROTE OOMED SING BUNNEE SING.
KUMPAWAT PIRTHEE SING.

No. CXV.

TRANSLATION of a PAPER addressed to CAPTAIN OUTRAM, ACTING POLITICAL AGENT, MAHEE KANTA, by MAHARAJ PIRTHEE SINGJEE KURUN SINGJEE,—1836.

In your letter to me, dated 18th February 1836, you informed me that it was the intention of the British Government to restore my throne and kingdom to me if I would subscribe to certain conditions therein enumerated; to these conditions I agree as follows:—

ARTICLE 1.

I will abide by the said agreement that was entered into in 1812 with the British Government.

ARTICLE 2.

From this time forward neither I nor my children nor my posterity will perform the ceremony of suttee.

ARTICLE 3.

I will appoint a respectable and active minister to manage the business of my State, subject to the approval of the British Government.

ARTICLE 4.

I will pay my ghasdana and any balance that may be due to His Highness the Guikwar through my Nishadar Oomed Sing Bharote, of Putton, and in future I will continue my nisha as heretofore.

ARTICLE 5.

The expenses of the individuals confined at Sadra on account of the suttee shall be defrayed by me.

ARTICLE 6.

I will retain no Arabs, Mukranees, Purdessies, or others, whether horse or foot, except those that are old servants of my house.

ARTICLE 7.

If there should be any quarrel between any of my Thakoors and any village, I will make known the same to the Political Agent, and as he shall advise so will I do.

ARTICLE 8.

I will not attack the Thakoor of any village without the permission of the Political Agent.

ARTICLE 9.

My minister Mahadjee Soobhavut is guilty in the affair of the suttee. I will not give him shelter within my territory.

I will act according to what I have written above.

In Maharajee Pirthee Singjee's handwriting.

What is written above is correct.

AHMEDNUGGUR,
18th February 1836.

(Sd.) TUKHT SINGJEE.

No. CXVI.

TRANSLATION of an YADEE, dated 28th October 1861, passed by the EDUR DURBAR when MAJOR WHITELOCK was POLITICAL AGENT in the MAHEE KANTA.

1. The duty on Marwar salt by way of Poseena amounts to Rupees 250, and the duty on other merchandise taken away in exchange for the salt from this Putta amounts to Rupees 1,000, altogether Rupees 1,250, but from the stopping of this salt and the consequent decrease of other merchandise

taken from the Putta, I claim Rupees 700 as compensation for the salt which comes by way of Poseena, and Rupees 300 is the revenue derived from the duty on the salt in Kheroje, for this I claim Rupees 200.

The duty on salt which passes into the territory of the Edur State amounts to Rupees 1,000, for this I claim Rupees 700, altogether Rupees 1,600. To please the Sircar I have only shown what is due on account of compensation for salt alone, but the revenue derived from the duty on salt is fluctuating, therefore in exchange for the duty on salt which comes by way of Poseena, I should get a jaghire, so that in future I should receive no hindrance.

2. After the arrangements about the salt are completed, should any one bring salt from Marwar *viâ* Poseena and other places into my State, and if such person is arrested by Sircar's men and handed over to me, I will put under attachment the carts or bullocks on which such salt may be, and have it sold by auction, and divide the proceeds into three shares, of which one share will be given to the person who gave the news thereof, and one share will be given to the sepoys of the Sircar's Chowkee and to the Karkun, and half of one share to the Talookdar in whose territory the capture is made, and the balance will be taken by my State, and beyond this the Sircar will not be troubled in the matter.

3. After these arrangements are made, and six months after a proclamation has been promulgated that salt from Marwar is not to be brought into my territory; if any Sircar's official informs me that there is such salt from Marwar in any one's house or shop or other place in my State, I will attach and have it sold by auction, and the amount derived from the sale will be disposed of as laid down in the 2nd paragraph; but if before the six months has* expired any one informs me that either in his house or shop there are a certain number of maunds of salt, and that he is not able to sell it within the six months, then should purchase it at the rate obtaining then, if not then a Sunnud should be given to the owner permitting him to sell the salt, and after it has been sold the Sunnud should be taken back.

*S. O.

4. The inhabitants of my talooka obtain Marwar salt at a low price, and when that is put a stop to in case salt at an equally low rate cannot be obtained from the Sircar's salt pans. My subjects are not rich, so the Sircar should fix a price and enable them to obtain salt from the Sircar's salt pans at about the same low rate they at present get the Marwar salt at, so that they may not feel aggrieved or suffer loss.

In order to assist the Sircar in making the arrangements for the prevention of salt passing into my State from Marwar I have written as above, therefore if arrangements are made in accordance with what is written above then I acquiesce, therefore I should receive from the Sircar an agreement to the above effect, and I will make arrangements as above about the salt.

28th October 1861.—Edur.

True translation.

SADRA,
The 31st May 1873.

(Sd.) P. H. LEGEYT,
Acting Political Agent.

TRANSLATION of a LETTER from MAHARAJA JOWAN SINGHJEE of EDUR to CAPTAIN J. BLACK, POLITICAL AGENT.

After compliments.—Your letter of the 22nd May last on the subject of the exclusion of Marwar salt I received, and I replied thereto on the 24th idem, on which you again wrote to me on the 26th idem, and to that letter I replied on the 2nd ultimo; after that my Karbaree Kevulram and Sirdar Thakoor Urjun Singjee being with you at Sadra, you requested them to ascertain the price at which I required the salt should be sold by Government, so as to be cheap enough for the Edur Sunsthan ryots: on this, Karbaree Kevulram and Thakoor Urjan Sing represented to you that I had on a previous occasion presented a yad* and that if Government were to give the salt at Anwurpore gratis even, it could not be supplied at a rate such as would suit the Edur ryots, but that the salt should be supplied at the rate of one anna per (Bengal) maund, to which you replied that you wished me to put in writing what terms I wished for the information of Government. My reply is as follows:—

*28th October 1861.

1. You informed me at Edur that Government had sanctioned compensation to me at the rate of Rupees 1,600 per annum, provided I should agree to exclude Marwar Salt, but I, from the first, informed Major Whitelock that I required a jaghire of that value, on which that gentleman wrote to the Dufturdar, Mr. Heera Lall Balcrishna (then at Edur), to inform me that when the division should take place of the co-shared villages that matter would be considered, and you also told me so; and in receiving compensation as you are aware many difficulties arise, and you are aware too that my receipts on account of dan are of a fluctuating kind, just like the revenues of a village, and should I receive compensation I might be annoyed with Government taxes, and the way to avoid all such annoyances is to give me a jaghire, therefore as before requested let a jaghire be given of the value of Rs. 1,600.

2. I stipulate for the division of smuggled salt that may be seized according to the scale I agreed to in my yad of 28th October 1861.

⅛ to Ihformer.
⅛ to Government servants.
⅛ to Maharaj of Edur.

3. You informed me that Government wished that all cases of smuggling should be made over to the Political Agent for disposal by him, but should any offence, such as smuggling, be committed, it should be disposed of by me if it occurs within my jurisdiction.

4. With regard to any Marwar salt which may be in the houses of my ryots after the Marwar salt has been declared contraband, I require that the provisions of the 3rd paragraph of my former yad may be observed, *viz.*, that from the date of the proclamation excluding Marwar salt, six months may be allowed to my bunyas and others to dispose of any Marwar salt they may have.

5. Should Government give me compensation in jaghire instead of money, I agreed in my letter of the 1st June to take salt if it were given at

such a price as would enable the ryots to purchase it at the same rate as Marwar salt, but to please Government and on condition that the price shall never be raised, and that sufficient salt be given at that price for all the inhabitants of my Sunsthan, on my order to the person in charge of the salt work, and on condition that Government give me a Sunnud granting me these conditions, I agree to take salt at one anna per Bengal maund.

True translation.

EDUR,
The 2nd July 1862.

(Sd.) J. BLACK,
Political Agent.

True copy.

(Sd.) P. H. LEGEYT,
Acting Political Agent

TRANSLATION of a LETTER from the RANA of DAUNTA to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated the 20th February 1857,—No. 341.

After compliments.—On receipt of your letter No. 4245, dated the 15th November 1856, and other letters Nos. 4326, 53,272, and 473, on the subject of putting a stop to salt being brought from Byatra and Bakeysir through my taluka and of my relinquishing my right to take the duty on this salt on receiving compensation in lieu of it from the Sircar, I sent to your presence my Vakeel, Narotamdas Ijatram, and I have received a letter from him, telling me what instructions he has received from you, and therefore I now write:—

1st. On Wallace Sahib requesting it, I had formerly furnished a statement showing the receipts on account of revenue from duty on salt for 15 years from 1892 to 1905 Sumbut. After this at your request a statement showing receipts of revenue on the same account from 1908 Sumbut to 1911 Sumbut was sent to you.

From the improvements in the roads and better arrangements for the safety of travellers, the receipts for the four years are considerably larger than those for the 15 years, which will be perceived by you, and I am hopeful that through proper arrangements the revenue in every way will be increased, so that to relinquish my right to take the duty on this salt and to take in exchange a fixed sum is not what I wish to do at all, but as it is the wish of the Sircar I do not wish to oppose it, so to please the Sircar I agree.

In the statement of the receipts for salt revenue for four years, namely, from 1808 Sumbut to 1811 Sumbut, before furnished, there is not mentioned the amount of duty on salt which the Bheels and other poor people of my talooka had been excused from paying, and if this duty were to be taken from

them at any time again, they could not deny their liability to pay it, but when the Sircar fixes a certain sum as compensation, then it can neither be ncreased nor lessened, therefore you should take the revenue I receive on account of the duty on salt into consideration, and estimate its amount at an increased rate, but should you not be disposed thus to increase it, then for such a trifling amount I am not willing to give you trouble.

If an average is taken of the receipts on account of revenue from duty on salt for the four years from Sumbut 1908 to Sumbut 1911 it gives one of Rs. 31 per annum, for which sum I beg you will make an arrangement, and on receiving your reply I will cease from taking duty on salt, but for the sake of my subjects I feel it necessary to state as follows for your favourable consideration—that when the Palanpur Dewan and Thakoor Therad agreed to stop taking duty on salt and to receive in exchange a fixed sum, it was settled by the Sircar that they should obtain as much salt as was required for the use of their subjects from the salt pans of the Sircar, and that the price of it should be somewhat lower than the price then obtaining. I beg you will write to the Sircar and make a similar arrangement for my subjects, and I am hopeful if you do thus write that the Sircar will give its consent.

Favour me with correspondence.

Metee-Mah wad 11th War Shooker 1913 "Sahi."

True translation.

SADRA,
The 31st May 1873.

(Sd.) P. H. LEGEYT,
Acting Political Agent,

TRANSLATION of an AGREEMENT passed by the THAKOOR of SAMEYRA to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA.

Written by the Thakoor of Sameyra, Becharji Savji, as follows:—

It is the wish of the Sircar to make arrangements to prevent salt from Marwar and places of another jurisdiction being brought into the Mahee Kanta. If the Sircar makes such arrangements then I agree to prevent salt being brought through my State from places of another jurisdiction, but in consequence of this I shall be a loser, therefore in exchange for the duty on said salt, I am willing to take as compensation annually Rupees 35 of the Bombay currency, so from the date the Sircar orders it I agree from that date to stop salt from places in another jurisdiction passing through my territory, and from that date I should receive annually Rupees 35, and if he Sircar makes arrangements for preventing salt from places in another

jurisdiction passing through my territory, and if the Sircar orders me to see to this and to help in the matter, I will act up to such orders.

Shrawan wad 11th Sumbut 1917 "Shaniwar," 31st August 1861.

SADRA. (Sd.) THAKOOR BECHARJI SAVJI.

Written by Parick Lallu Pitambardas of Attursumba, at the wish of the principal.

Given before me at Sadra on 31st August 1861.

(Sd.) C. R. WHITELOCK.

True translation.

SADRA, *31st May 1873.* (Sd.) P. H. LEGEYT, *Acting Poltl. Agent, Mahee Kanta.*

TRANSLATION of an AGREEMENT passed by the THAKOOR of POL to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated 9th September 1871.

After compliments.—The Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me of the wish of the Sircar to prevent salt passing into and from the Mahee Kanta from Marwar and other places. I agree to the wishes of the Sircar and beg to write that no salt passes through my Putta of Pol into the Mahee Kanta from the salt pans in Marwar and places of another jurisdiction, and as it is the wish of the Sircar, I agree and write that for the future I will put a stop to any salt being taken from the salt pans in Marwar and places of another jurisdiction through my Putta of Pol into the Mahee Kanta, nor will I allow it to be brought into the Putta.

Salt is brought from Marwar and other places for the use of the people in my villages by way of Poseena Putta, and other places passing through the villages of Edur, and passing through my Putta it is taken into Meywar and Wagar and other Zillas. The duty on this and on the salt from the Sircar's salt pans passing through my Putta is received by my Darbar. A statement showing the receipts for five years from Sumbut 1912 to Sumbut 1916 is sent. The Sircar will take this into consideration, but I wish to mention that except transit duties there is no revenue in my Putta, so if the Sircar will take this into consideration and will make an arrangement to give me compensation yearly I will agree to it, and stop taking the duty on the salt from Marwar and other places in Rajasthan which comes into this Putta through Edur and other places, and which passing through my Putta goes into Meywar, Wagar and Malwa, and will not allow it to be brought into or taken through my Putta.

In this manner if the salt from Marwar and places of another jurisdiction is stopped from being brought, you, Sir, should make arrangements for a sufficient quantity of salt for the use of my subjects to be obtained at low rate from the Sircar's salt pans.

In the above manner I have agreed and write this agreement. The Sircar therefore should order as it thinks fit, so that the order may be carried into effect.

The 9th September 1861, Bhadarwar Sud 5th Sumbut 1917 "*Warsome.*"

(Sd.) THAKOOR LAKHMAN SINGJEE.

True translation.

SADRA,
The 31st May 1873.

(Sd.) P. H. LEGEYT,
Acting Poltl. Agent, Mahee Kanta.

TRANSLATION of an AGREEMENT passed by the RAO of Pol to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated 12th September 1861.

After compliments.—The Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me of the wish of the Sircar to prevent salt passing into the Mahee Kanta from Marwar and other places of another jurisdiction. I agree to the wishes of the Sircar and beg to write that no salt passes into my territory from Marwar and other places of another jurisdiction, nor does it pass into the Mahee Kanta, and as it is the wish of the Sircar I agree and write that for the future I will not allow any traders or others to pass and repass with salt from Marwar and places of another jurisdiction through my State of Pol into the Mahee Kanta, and I will stop them from doing so.

Bunjaras and other traders bring salt from Marwar and places of another jurisdiction for the use of the people in my villages by way of the Poseena Putta, and thence through the villages of Edur, and then passing through my territory take it for sale into Meywar and other zillas, and my Darbar enjoys the revenue from the duty thereon, and I send a statement showing the receipts for five years from Sumbut 1912 to Sumbut 1916, and after taking them into consideration whatever the Sircar orders I will agree to. Further about (800) eight hundred maunds of salt are required for the people of my Putta; if the Sircar will arrange that this may be obtained at a low rate from Sircar's salt pans, and give orders to that effect, then I will put a stop to the bringing of salt into my State from the Edur villages and to it passing from my State into the Meywar Zillas.

Should any trader avoid paying duty to the Sircar and pass through any of the villages of my State, I will have him apprehended and will hand him over to the Sircar, but should any one thus avoid paying the Sircar's duty unknown to me I must not be held responsible.

In the above manner I have agreed and write this agreement, the Sircar therefore should do as it thinks fit.

12th September 1861, Baderwa Sood 8th Sumbut, 1917, " *War Geraoo.*"
Wazeanugger.

(Sd.) THAKOORJEE NUVULSINGJEE.

True translation.

SADRA,
The 31st May 1873.

(Sd.) P. H. LEGEYT,
Acting Poltl. Agent, Mahee Kanta.

TRANSLATION of an AGREEMENT passed by the THAKOOR of DEYROLE (WAGEYLA) to MAJOR WHITELOCK, POLITICAL AGENT, MAHEE KANTA, dated 13th September 1861.

After compliments.—My request is that the Sircar's Hoozoor Karkoon, Amrut Lal Gulabchand, has informed me that it is the wish of the Sircar to prevent salt passing into the Mahee Kanta from Marwar and places of another jurisdiction. I agree to the wishes of the Sircar, and beg to write that no salt passes through my Putta of Deyrole to the Mahee Kanta from Marwar and places of another jurisdiction, and as it is the wish of the Sircar I agree and write for the future I will put a stop to any salt being taken by any trader, etc., through Deyrole or any of its villages into the Mahee Kanta from Marwar or places of another jurisdiction.

Salt is brought from Marwar and other places by way of Poseena Putta, and passing through my village of Radeewar is taken into the villages of Edur, and so on to Wazanagar and Pal, and it is also used by the inhabitants of my Putta.

For the salt which comes from places in other Rajasthan and passes through Radeewar I obtained a light duty, but I keep no account of it; however the receipts per annum are about Rupees (51) fifty-one. If the Sircar will take this and the fact that about (900) nine hundred maunds of salt are required for my subjects into consideration, and that you will make arrangements for me to obtain salt at low rate, I will stop taking duty on and prevent the salt being brought through my taluka into Edur and other zillas from Marwar and places in another jurisdiction by way of Poseena Putta.

Further should it come to my knowledge that any one is attempting to avoid paying the Sircar's duty and is taking away salt, I will have him apprehended and will hand him over to the Sircar, but should any one thus avoid paying the duty unknown to me then I must not be held responsible.

In the above manner I have agreed and write this agreement. The Sircar therefore should do as it thinks fit; this is my request.

13th September 1861, Baderwa Sood, 9th Sumbut 1917.

"*War Shukar.*"

"*Deyrole.*"

(Sd.) THAKOORJEE MOHOBATSINGJI SUBULSINGJI.

True translation.

SADRA, *The 31st May 1873.*

(Sd.) P. H. LEGEYT, *Acting Political Agent.*

TRANSLATION of an AGREEMENT passed to CAPTAIN BLACK, POLITICAL AGENT, MAHEE KANTA, by the THAKOOR of DEYGAMRA, dated April——1862.

Written by Jessji Katooji Patwee Kooer of Thakoor Katooji Ujumji of Deygamra in behalf of the said Thakoor as follows:—

It is the wish of the Sircar to make arrangements to prevent salt from Mewar and places of another jurisdiction being brought into the Mahee Kanta. If the Sircar makes such arrangements then I agree to prevent salt being brought through my State from places of another jurisdiction, but in consequence of this I shall be a loser as to the duty on the said salt, therefore in exchange for this duty I am willing to take compensation annually Rupees 10 of the Bombay currency, so from the date the Sircar orders it I agree from that date to stop salt from places in another jurisdiction passing through my territory, and from that date I should receive annually Rupees (10) ten, and if the Sircar makes arrangements for preventing salt from places in another jurisdiction passing through my territory, and if the Sircar orders me to see to this and to help in the matter I will act up to such orders.

Chaitor Wad, Sumbut 1918, April 1862.

WAR. EDUR.

(Sd.) In behalf of THAKOOR KATOOJI UJUMJI KOOER JESSINGJI KATOOJI, written by himself.

Witness.

(Sd.) PATEL ABECHAND SHAMBOO of JOTANA, written by himself.

(Sd.) PATEL DWARKA PUNJA of JOTANA, written by himself.

(Sd.) J. BLACK.

True translation.

SADRA, *The 31st May 1873.*

(Sd.) P. H. LEGEYT, *Acting Political Agent, Mahee Kanta.*

No. CXVII.

Translation of an Agreement between the Edur State and the British Government,—1874.

The following are the Articles of Agreement between the Edur Durbar and the British Government.

The river Hathmatee is near Ahmednuggur. The Honourable Government's order No. 3509, dated 16th December 1868, in the matter of the canal from it, has been received. It is directed therein that the consent of the Maharaja of Edur should be obtained to the construction of a weir in the river, and of a canal through the Edur limits. The undermentioned agreement has been passed in the matter:—

1. In the plan there is the red line D C, showing the site on which the weir is to be built in the river. It should be built there. The Engineer first searched for a site for constructing (a weir on) and found out the aforesaid site. It is on the east and at the distance of about 350 feet.

2. By building the weir on the above-mentioned site D C, the whole of the water of the river will be confined, and the inhabitants of Moujey Parbuda and other villages within the jurisdiction of Edur, and the Sabar Kanta villages which are situated along the bank of the Hathmatee river until its junction with the Sabar river, will not get water for drinking and for irrigating their land with. Government have therefore agreed to keep an outlet for water on one side of the weir, in order that people may get water for drinking and irrigating their land with, in view to cultivate the same.

3. The Karbaree of the Edur Durbar stated certain objections to the building of the canal from near the town of Ahmednuggur. Government thought that it would be better if the canal within the limits of Edur be excavated agreeably to the Durbar's wishes. Thereupon the Karbaree of the Edur Durbar expressed his desire to have the canal built from another site and showed the same in the plan. When an enquiry was made about that line, it was found that the building of the canal in that line was highly objectionable, and that therefore it could not be built. Afterwards one line was fixed for the construction of the canal. It is shown under C, E, F in the plan, and the line in which it was first proposed to build, the canal joins it. From thence the mark from F to G is made in the plan. The Edur boundaries continue as far as that. The Engineer had first fixed this site. Edur boundaries terminate at the mark G.

4. The line of the site for the land shown above is from north to south. There are roads crossing the line (between the two points). In order that the said roads may not be interfered with, it has been decided to construct three bridges over them. The sites of the bridges will be determined by the Political Agent and the Engineer. The bridges will be constructed at the expense of Government.

5. Water will be supplied from the canal during twelve months in the rubbee, khareef, and huree seasons to the land under the jurisdiction of the Durbar, in the same manner in which it has been decided to supply water to the cultivators of the villages belonging to Government. No huck or allowance will have to be paid to Government for taking the water. But as regards the quantity of water to be given, it is to be stated that the cultivators of the villages under Edur will be allowed to take water in the same proportion in which those under Government will be allowed to take water for their land.

6. Owing to the construction of the weir, water will accumulate for certain miles in the river. The people will therefore find it difficult to ford the river, and the cultivable land in the river will be submerged under water, in consequence of which loss will be sustained. With reference to this, Government have agreed that so long as the river is unfordable, that is to say, until the river is filled up with sand and kuruss (mud?) and becomes fordable as now, a double boat capable of conveying men, cattle, carts, &c., &c., will, as written by the Political Agent, be maintained at the expense of Government. By this means the inconvenience felt by passengers in going and coming will be removed.

The cultivable land in the river will, owing to the weir, be submerged under water; the produce of the said land will be taken into consideration. An average thereof will be taken, and compensation for the proportionate amount that may be found for one year will be paid annually by Government, and thus until the land by the kuruss (mud?) and sand being dried is hardened and becomes as it is now, Government will pay compensation until that time.

7. By the construction of the weir, as mentioned above, in the river there will be an accumulation of water therein. The cultivators under Edur have a right to convey water therefrom to raise crops on their lands. But in what manner and quantity should water be taken? The provision about taking water from the canal as stated in the preceding 5th paragraph will be allowed to be taken in accordance therewith.

8. If, in consequence of the construction of the weir in the river as stated above, the river is much flooded and loss is thereby occasioned, compensation for as much loss as may be caused will be paid by Government. If peradventure the river be flooded to such an extent as to oblige the inhabitants of Dhanda and other villages on its banks to remove their houses, &c., the loss will be made up by Government according to the estimate thereof framed by the Engineer.

9. A place will be required for the residence of the Engineer. The Durbar will give ground bighas 5 (five) for it without taking any price. Government will pay the cost of the bungalow or any other building which may be required to be erected thereon.

10. Land one hundred yards wide within the limits of the Edur Sansthan has been given for the canal. As shown in the plan the length of the

land commencing from the mark C on the south side of the Hathmatee river extends as far as the mark G. The Political Agent or the Assistant Political Agent in charge of Edur is authorized by the Edur Durbar to enquire into and determine any revenue or criminal case that may arise within the aforesaid locality, and the British Government has consented to this delegation of authority and the exercise thereof by the Political Agent and the Assistant Political Agent in charge of Edur, agreeably to such orders as may from time to time be issued by His Excellency the Governor in Council of Bombay.

Dated Sansthan, Edur, 20th July 1874.

The Signature of MAHARANEEJEE HALEEJEE SA.

(Sd.) VENAYEK WASSOODEW,
Oriental Translator to Government.

(True copy.)

(Sd.) S. MACDONALD,
Superintendent.

No. CXVIII.

2nd November 1881.

AGREEMENT between the BRITISH GOVERNMENT and HIS HIGHNESS the MAHARAJA of IDAR.

Whereas the villages specified in the schedule hereto annexed and situated in the Ahmedabad Collectorate in the Presidency of Bombay have been since the year 1818 A. D. and now are part of British India, but the Idar State has received a share of the revenue of the said villages ; and whereas a certain annual sum of Rs. 1,600 is payable by the British Government to the said State as compensation for the loss of certain salt dues on the Marwar frontier of the said State which were relinquished by the said State at the request of the said Government ; and whereas the said Government and the said State, being desirous of separating their interests in the revenues of the said villages and providing for payment of the compensation payable as aforesaid, have agreed that the said State shall grant and transfer to the said Government its share in the revenues of the villages specified in Part A of the said schedule, and that the said Government shall cede and grant to the said State the villages specified in Part B of the said schedule ; and whereas the Secretary of State for India in Council has, by order of Her Majesty the Queen of Great Britain and Ireland and Empress of India, sanctioned the cession of the villages specified in Part B of the said schedule.

Now it is hereby witnessed that—

1. His Highness the Maharaja of Idar doth hereby grant and transfer to the Governor-General of India in Council all his rights, interests and share to and in the revenues of the villages specified in Part A of the schedule hereto annexed.

2. The Governor-General of India in Council, with the sanction hereinbefore recited, doth hereby cede and grant to His Highness the Maharaja of Idar, his heirs and successors, the villages specified in Part B of the schedule hereto annexed, to hold the same on the terms and subject to the rules and conditions on which he holds the rest of his territory ; and the said villages shall cease to be part of British India, and shall become part of the Idar State on and from the second day of November 1881.

3. His Highness the Maharaja of Idar doth hereby for himself, his heirs and successors, promise and agree that he and they will respect and protect all existing rights in the villages hereby ceded, and in particular the rights of the Thakor of Gabat in the village of Gabat.

And whereas the Thakor of Man is at present in possession of the share in the revenues of the village of Punsri (being one of the villages specified in Part A of the schedule hereto annexed), which share has been hereby transferred by the said State to the said Government. And whereas such share is valued at Rs. 742 per annum, and it is desirable that the said State should compensate the Thakor for the loss of the said share.

4. It is hereby agreed that the said State shall grant to the Thakor of Man, in lieu of the share in the revenues of the village of Punsri, of which he is at present in possession, land yielding an annual revenue of not less than Rs. 742 in some village in the said State convenient to both parties. And whereas the amount of revenue to be received annually by the said State under the cession of territory hereby made to it will exceed by the sum of Rs. 672 per annum, the amount now annually payable to the said State on account of its share in the villages mentioned in the said schedule and of the compensation hereinbefore referred to, and it is desirable that some arrangement should be made for the annual payment by the said State to the said Government of the said excess sum of Rs. 672.

5. It is hereby agreed that the said Government shall, without regard to the amounts actually collected from any of the said villages, deduct annually the sum of Rs. 672 from the compensation payable by the said Government to the said State for the suppression of its transit duties, and the sum so deducted shall be taken by the said Government in payment of the said excess sum of Rs. 672.

MAHI KANTHA AGENCY, (Signed in the vernacular)

(Sd.) CHARLES WODEHOUSE, *Major*, *i. e.*, MAHARANI SHRI JALIJI,

Political Agent, Mahi Kantha. for *His Highness the Maharaja of Idar.*

The 2nd November 1881,
at Camp Idar. (Sd.) RIPON,

Viceroy and Governor-General of India.

This agreement was ratified by the Governor-General of India in Council at Calcutta on the 6th day of December A. D. 1881.

(Sd.) CHARLES GRANT,
Secretary to the Government of India,
Foreign Department.

(True copy.)

(Sd.) C. WODEHOUSE, *Lieut.-Col.,*
Political Agent, Mahi Kantha.

SCHEDULE.

Being accompaniment to agreement between the British Government and His Highness the Maharaja of Idar, executed on the 2nd November 1881, between Major Charles Wodehouse, Political Agent, Mahi Kantha, on behalf of the former, and Maharani Shri Jaliji, mother of the present Maharaja, on behalf of the latter.

PART A.

Names of villages the rights, interests and share belonging to the Idar State to and in the revenues of which, are granted and transferred to the Governor-General of India in Council by His Highness the Maharaja of Idar, for himself, his heirs and successors.

1. Modasa.
2. Harsol.
3. Gambhirpur.
4. Umed-ni-Muvadi.
5. Gulab-ni-Muvadi.
6. Sultanpur.
7. Punsri.

PART B.

Names of villages ceded and granted to His Highness the Maharaja of Idar, for himself, his heirs and successors, by the Governor-General of India in Council with the sanction of the Secretary of State for India in Council by order of Her Majesty the Queen of Great Britain and Ireland and Empress of India.

1. Gabat.
2. Waniad.
3. Bayar.
4. Choila.

(Sd.) CHARLES WODEHOUSE, *Major,*
Political Agent, Mahi Kantha.

(Sd.) MAHARANI SHRI JALIJI,
for *His Highness the Maharaja of Idar.*

(True copy.)

(Sd.) C. WODEHOUSE, *Lieut-Col.,*
Political Agent, Mahi Kantha.

No. CXIX.

OPIUM AGREEMENT of the STATE of IDAR and the THAKUR OF TINTOI,—1883.

TRANSLATION of a LETTER from MAHARAJA DHIRAJ SHREE KESARISINGJI, of SANSTHAN, IDAR, to LIEUTENANT-COLONEL C. WODEHOUSE, POLITICAL AGENT, PRANT MAHI KANTHA, No. 1562, dated the 15th NOVEMBER 1883.

After compliments.—With reference to your letter No. 2036, dated the 10th November 1883, I have this day sent (to you) a letter in English No. 174, and do hereby pass the following agreement to be attached thereto, consisting of 5 articles, in accordance with the draft supplied by you.

1. I shall not cultivate poppy nor allow it at all to be cultivated within the boundaries of my sansthan.

2. I shall purchase opium for my own consumption and for that of the people of my sansthan under a license from the Political Agent, Mahi Kantha, from either Bombay, Malwa, or such other place as Government may from time to time appoint in this behalf.

3. I shall allow opium to be sold at the same rate at which it may, from time to time, be sold in the Government districts, and shall never allow it to be sold at a cheaper price.

4. I shall not allow the importation into my sansthan of smuggled opium, *i.e.*, opium on which the Government duty has not been paid. Government has, in consideration of the above, granted to my sansthan a remission of the duty payable to it (Government). But if I fail to act up to the above conditions, Government may cancel the grant.

5. I shall without fail submit every six months, in the form prescribed by Government, a statement showing the quantity of opium purchased and sold, the balance remaining in hand, &c., and shall cause accounts thereof to be kept in the form prescribed by Government.

I send this agreement, meaning to act in accordance with the conditions written above. Dated Simla, 15th November 1883.

(Sd.) KESRISINGJI,
Maharaja, Sansthan, Idar.

(Sd.) S. P. PANDIT,
Oriental Translator to Government.

TRANSLATION of a LETTER from DEEPSINGJI DOLATSINGJI, THAKOR of TINTOI, to LIEUTENANT-COLONEL C. WODEHOUSE, POLITICAL AGENT, PRANT MAHI KANTHA, No. 1563, dated the 3rd November 1883.

In the year 1878 British Government made agreements with regard to the non-cultivation of poppy and other matters with all the Talukdars in Mahi Kantha and those of the Idar State, both on and near the (British) frontier. At that time, as I was a minor, Tintoi was under the management of the British Government and therefore no agreement was then made with me. But the said arrangement was applicable to Tintoi. This arrangement has hitherto been carried into effect. But now, I having attained majority, the charge of my State has been made over to me by the Agency. I therefore hereby pass the following agreement with regard to (the cultivation of)

1. I shall not cultivate poppy, nor cause it to be cultivated, nor allow others to cultivate it, within the limits of my (Taluka).

2. I shall purchase and import opium required for my own use as well as for that of the people of my Taluka under a license from the Political Agent, Mahi Kantha, from Bombay, Malwa, or such other place as Government may appoint in this behalf.

3. I shall sell opium, and cause and allow it to be sold, at the same rate at which it may, from time to time, be sold in the Government districts, and shall never sell it nor cause or allow it to be sold at a cheaper rate.

4. I shall not import nor allow the importation of smuggled opium, *i.e.*, opium on which the Government duty has not been paid. Neither shall I allow such opium to pass through my Taluka. Government have in consideration of the above granted to me a remission of the duty payable to them. But if I fail to act up to the above conditions, Government may cancel the grant, and no complaint made by me in that matter may be entertained.

5. I shall without fail submit every six months or otherwise, as Government may from time to time direct, a statement in such form as may be prescribed by Government, showing the quantity of opium purchased within the limits of my (Taluka) and the balance remaining in hand, and shall also supply such information as may from time to time be called for by Government in connection with offences relating to opium committed within the said limits.

I accept the above agreement, dated 3rd November 1883. Tintoi.

(Sd.) THAKOR DEEPSINGJI.

(Sd.) S. P. PANDIT,

Oriental Translator to Government.

No. CXX.

AGREEMENT between the POLITICAL AGENT, MAHI KANTHA, acting under the authority of HIS EXCELLENCY THE GOVERNOR OF BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT, and HIS HIGHNESS SIR KESRISINGJI, K.C.S.I., MAHARAJA of IDAR, on behalf of himself, his heirs and successors, regarding the manufacture, consumption and sale of OPIUM in the IDAR STATE.

Whereas in accordance with the existing relations between the British Government and the State of Idar, the cultivation of poppy and the manufacture of opium are prohibited in the limits of the Idar State and no opium may be consumed in the said Idar State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the presidency of Bombay; and whereas in consideration of the covenants on the part of the Idar State, hereinafter contained, the British Government has agreed to relinquish the whole amount of the said duty on all opium that shall be hereafter conveyed into the said Idar State for consumption therein in accordance with the said covenants.

2. His Highness Sir Kesrisingji, K.C.S.I., Maharaja of Idar, hereby agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.*:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely):—

(*a*) by direct importation from Malwa and Rajputana; or
(*b*) by purchase in Bombay; or
(*c*) by purchase at any convenient opium depôt of the British Government;

and that all opium so procured shall be imported into, transported through or exported from British India as the case may require, in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India into, through, or from which such import, transport or export is necessary;

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier;

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants;

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of Ahmedabad and Kaira;

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British district of Ahmedabad and Kaira;

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British district of Ahmedabad and Kaira;

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department, No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce;

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of the Mahi Kantha Agency in such form as the Governor in Council of Bombay shall, after consulting the Idar State, from time to time prescribe, accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as His Highness Sir Kesrisingji, K.C.S.I., duly fulfils the foregoing covenants, the whole amount of the duty payable to the British Government on any opium conveyed into the territory of the Idar State in accordance with the relations between the British Government and Idar as recited in the preamble to this agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to the Idar State.

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising, to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said His Highness Sir Kesrisingji, K.C.S.I., from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Idar this tenth day of June 1896.

Maharaja of Idar.

Acting Political Agent in the Mahi Kantha.

Similar agreements were made with most of the other Chiefs in the Mahi Kantha Agency.

No. CXXI.

TRANSLATION of an AGREEMENT executed by BHAROTE SAMUL SING GOMAN SING to the SIRCAR GUIKWAR,—1808.

This agreement is executed with the Sreemunt Maharaj Sena Khas Kheyl Shumsher Bahadur, that I, Samul Sing Goman Sing of my own free will and inclination, do hereby stand perpetual security for Choowan Bhattajee Jalljee, of Amliarah, and that I will not permit him or his people, brothers, nephews, relations, dependants, servants, or subjects to commit disturbance or thefts in the Sircar mehals, those belonging to the Punt Prudhan, or the Honourable Company.

Bhattajee shall not offer any annoyance or connive at others doing so in the mehals of Cupperbund, Deogaum, Edur, Ahmednuggur, Mandwa, Moondassoo, Hursool, Puranta, and all other pergunnahs, and he shall also be prevented from disturbing merchants travelling on the road or possessing himself by his own means or those of others of their goods or property.

The delinquents or criminals of the Sircar shall have no asylum with Bhattajee or in his territories, nor will he give them countenance or encouragement ; and in the event of any person coming to Bhattajee without the permission or knowledge of the Sircar and the Sircar shall demand him, he shall be delivered up.

In like manner if stolen property should be sold or given to Bhattajee or his dependants without knowing it to be such, the same will be restored on demand. The Mandwa pergunnah which belongs to the Sircar shall not in the most trifling degree receive annoyance or injury from Bhattajee.

Bhattajee is to enjoy his Girass dues from the following pergunnahs in the same proportion as it stood in the reign of the late Futteh Sing Rao Guikwar, *viz.*, Mandwa, Edur, Moondassoo, Ahmednuggur, Cupperbund, Deogaum, Puranta, Hursool, &c.

All new claims for Girass on other villages or places cease from this day. The ghasdana, as settled by Babajee Appajee in his Mahee Kantha Moolookgeeree to be given to the Sircar, shall in future be annually discharged.

Bhattajee and his servants shall faithfully perform the usual service to the Sircar thannah at Mandwa. Bhattajee shall not permit the Koolee of Lohar to reside within the limits of his territories, nor will he allow him or his people of every description even to stop or eat victuals at his villages, nor will Bhattajee's subjects associate with the Lohar Koolees.

I am security and personally responsible that Bhattajee shall conduct himself according to the tenor of this agreement, and if it should ever be

necessary that the Sircar should send mohsuls, the charges and expenses shall be defrayed by me. I am perpetual security.

Wherefore witness my hand.

(Sd.) SAMUL SING GOMAN SING,
Bharote of Cupperbund.

I agree to be arr-zamin for Bhattajee.

(Sd.) RAM SINGJEE TELLECK SINGJEE,
Thakoor of Agloode.

(True translation).

(Sd.) J. R. CARNAC,
1st Assistant.

Dated Sumbut 1804, Aswin Vud 4th, 6th October 1808.

SREE MALSAKHANT.

PERWANNAH of ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to BHATTAJEE of AMLIARAH.

You are to conduct yourself according to your separate writing.

The English Company Bahadur are your bhandary ; therefore you must remain quiet in your possessions.

Dated Assum Soodh 15th, 12th Shabhan 1804.

Moortub Soodh.

On the part of the English East India Company.

L. S. of Major Walker.

No. CXXII.

TRANSLATION of a KHUT of GENERAL SECURITY by the LOHAR ZEMINDAR to the SIRCAR of ANUND RAO GUIKWAR SENA KHAS KHEYL SHAMSHER BAHADOOR, —1809.

TO WIT.—Whereas do we, the Bhats of Cupperbund, *viz.*, Bacher Deepsing and Veeram Bacher, of our own free will and pleasure, and in behalf of Kotewal Nanajee Jaitajee, and Soortanjee Sirtanjee, and Roopa Gullje and Adjajee Jallumjee, and Dhunajee Soozanjee, and Oomajee Suttaghee, all the six sharers hereof, including also all brothers, nephews, all friends and relations, all the Koolees residing respectively within the separate precincts of each sharer, all inhabitants and those bearing arms, all those residing within the jampa, or town gate, of the said place, and all those who may reside in outer poorahs, designated Mowarah or Warawas, and for the whole of whom we do hereby afford perpetual security with further counter-security to which fully assenting we have executed this bond to the Sircar, providing on the part of the six sharers and all others concerned, of Lohar, residing within their respective precincts, that in all the districts of the Guikwar dominions, as well as the possessions of the Punt Purdhan and the mehals of the Honourable English Company, the parties aforegoing shall not commit any act of irregularity or aggression; and further that any fugitive, thief, or plunderer of the dominions of three governments above related, or from the pergunnah Mandwa, or taluka Edur, or Ahmednuggur, or Monassoo, or other place from whence may come a culprit of the Sircar, or person of the description of Bharwuttea, or criminal or ryot who may come to Lohar, shall not be permitted to remain, nor shall be given sustenance, nor be in any way aided or countenanced, nor entertained in the different asylums, nor shall the Koolees of Lohar join, abet, or accompany others of such description in acts of misdemeanour, plunder, or theft; besides, all such description of persons who hitherto have, unknown to the parties, come and taken up his or their residence, all such person or persons to be given over to the custody of the Sircar; and independent of persons belonging to any of the three aforegoing governments, persons such as merchants from other countries, or Wunzaras or other, or any description of traveller from any quarter, whether going or coming, shall not be impeded at their place of encampment or temporary residence; neither shall the parties concerned instigate others to the commission of irregular deeds, conducting all travellers of whatever description safely to their country; and whereas in regard to the Girass dues of the parties from Deogaum and elsewhere of long standing, and of the time of the late Futteh Sing Rao Baba, the Sircar will make due investigation thereof in view to ascertain the extent of the same, which, after such process, being made permanent to them, they will realize the same in virtue of and according to the Sircar's orders and permission, nor shall they otherwise show

hindrance or injury to the villages; and of all property belonging to any of the three aforesaid Sircars or individuals thereof such as may unknowingly have been brought to Lohar, all such description of property shall be restored; nor shall the smallest injury be practised on the Mandwa pergunnah; and henceforward are the parties entitled only to the Girass dues of old and established date, all of a later date being herefrom made null; nor shall the parties show hindrance or injury to the ryots in view to obtain from them the Girass already realized by the Sircar, and they shall be strictly confined to the enjoyment of the Girass to be granted to them on obtaining possession of Lohar; and whereas all ghasdana dues from Lohar or its dependencies, as well as jummabundee, are due to the Sircar, we engage that all such description of public revenue be yearly discharged to the proper authorities without difficulty; and whereas the parties will continue in obedience to the Sircar, and to serve in whatever they may be commanded, and whereas we have become due security for the parties in all acts of misdemeanour, or in making them forthcoming, as provided for in virtue of this our writing to the Sircar, we do bind ourselves duly responsible in all and every particular obligation hereof, and in any instance of default in this our deed of bond, being, as we are, united and equally responsible, and we will further pay all the Sircar monies as well as account for the due appearance of the parties.

Done Sumvut 1866, Kartick Vud 3rd 1809-10, November.

To which is affixed the following signatures, *viz.*—

Barole Bacher Deepsing.
„ Veerum Bacher.

Arr-zamin or counter-securities are—

1. Zallum Khant, of Ghorasur, security for Dhunajee and Gonduljee, having both together 1½ share.

2. Kassuria Meya, of Kaumail, security for Suntajee, and Adjajee, and Bhuttajee, having in all 2½ shares.

3. Joorah Meya, of Poonadera, security for Nathjee Jaitajee, having 1 share, making in all 5 shares. One still remains, there being no heir thereto; the concern and its enjoyments rests with the parties above written.

SREE MULSAKHANT.

Sicca.

TRANSLATION of the PERWANNAH of RAO SREE ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to the ZEMINDARS of LOHAR,—1809.

Nuthoo Jaite, Soortsihjee Seertan, Roopa Gulljee, Ahja Jallum, Dhuhnah Soozain, Oomah Puttah, and others, to wit.

That you did practise a series of aggression on the Sircar dominions, wherefore you are punished, and Lohar, your possession, was taken by the Sircar, whereupon you have been a fugitive for four or five years and suffered much ill; you, however, have lately altered your demeanour, and through the medium of the Honourable Company's Government preferred your petition to the Sircar, stating your errors and soliciting a forgiveness of your faults, and to reinstate you as before to live in quiet at your place, and that you would duly afford all description of security in behalf of your better demeanour; which being the subject of your petition, this Sircar has in its pleasure and in view to that of the Honourable Company's government directed that you be reinstated in your place of Lohar, where you will remain in perfect peace and quiet with your family without erecting fortifications, digging ditches, rearing trees, strong brushwood, or other unnecessary means of defence. All your Girass dues that you were in the habit of receiving in the time of the late Futteh Sing Raó Baba Saheb you will enjoy the same of long standing, and in the due enjoyment of which continue to serve the superior government with all fidelity and due attachment; and whereas you have afforded the required securities and counter-securities in executing a separate bond, according to which you will continue to conduct yourself, in regard to the yearly government dues of the description of ghasdana and jummabundee, and others, you will duly pay, according to the peculiar custom of such revenues and the forms of the pergunnah. From the time of your flight up to the end of the year of 1865 - 1808-9, the Sircar has taken all your Girass dues, and on which account up to the same period you are hereby enjoined not to show any hindrance thereon. Your Girass dues are yet to be defined, according to which you will receive them from the commencement of the year 1866—1809-10, being careful to avoid any kind of hindrance throughout the country in view to obtaining more. And whereas in view to your observing such line of conduct as herein provided for, you are allowed the guarantee of Captain James Rivett Carnac, Acting Resident, on the part of the Honourable English Company; you have also the Sircar's kowls.

Done Sumvut 1866, Kartick Vud, 1809-10, 8th November.

Moorub Soodh.

On the part of the English East India Company.

L. S. of Capt. J. R. Carnac, Acting Resident.

No. CXXIII.

TRANSLATION of BAROTE'S DEED of SECURITY granted by JOORBAEE THAKOOR of AHYMA, to the HONOURABLE COMPANY,—1811.

Granted to the Honourable Company's Sircar by Dulput Kharshunjee Barote of the city Neriade. Whereas I have of my own free will become security for Baria Joorbaee Goolab Sing, of Ahyma, in the Neriade pergunnah, with all his brothers and other relations, and also his ryots and Rajpoots, Koolees, and sepoys and all the armed men, with every other kind of ryot belonging to his share, as also for all the ryots and others inhabiting Bajeepoora; for all enclosed by the fence and gates, I have become security both for good conduct and appearance; if they shall be guilty of any irregularity or disturbance of the peace, or by instigating others to cause such crimes to be committed, or shall steal or harbour thieves or other incendiaries, or give them any kind of food or shall permit them to live in the village, and annoy any other person, or cause any to be so, or if any horsemen, armed men, or others belonging to the village, shall go or come with thieves, on their being detected, I will answer for it; if the footsteps of thieves are traced to the village they shall be carried fairly on to the next village; if the Sircar's people come to apprehend them they shall go along with and assist the foot or horsemen; no offender against the Sircar shall be entertained nor shall any irregularities be committed within the dominions of the Honourable Company, or of their Highnesses the Guikwar and Peishwa, and should any of them (inhabitants of Ahyma) be detected in committing any irregularity or disturbance I will deliver them up, and should a complaint be made in the Adawlat against any person for robbery, murder, or on account of debt or other cause, and a mohsul comes upon the defendant, he shall go into the presence, no one shall obstruct his doing so; and also for whatever fields may be held in mortgage the money shall be taken and the field released, and of such Sircar's ground belonging to this or other villages as may be held by sale or mortgage, and cultivated, the urgotee and salamee shall be paid year after year; also no Sircar's land shall be taken either by sale or in mortgage; they will enjoy such Girass or property as may be regularly inherited by them and not create any new; in this way I have become perpetual security, and whatever answer the Sircar may demand, agreeably to this writing, I will, from my own property, make: the above written is true. Joosabhaee Poonjajee, of Kulwar, has become counter-security; for all this his own property also is responsible; the security and counter-security are equally responsible according to the terms of this writing; the above written is true.

Dated Sumbat 1867, Weishak Soodh 3rd, corresponding with 15th April 1811.

DULPUT KHURSHUNJEE.

TRANSLATION of a DEED of COUNTER-SECURITY granted by JOOSABHAEE, THAKOOR of AHYMA, to the HONOURABLE COMPANY, Sumbut 1867, Choitro Vud 13th,—1811.

I, Baria Joosabhaee Poonjajee, inhabitant of Kulwar, with my own hand, write that I have become counter-security for Baria Joorbaee Goolab Sing, of Ahyma, as also all his brothers and relations, and all the ryots of his share, and all the armed men, and all inhabitants within his boundaries, including people of every sort and description without any kind of exception; that in case the Ahyma Baria Joorbaee, or any other person of his share, shall commit any kind of irregularity, or cause any to be committed, I will immediately produce them, as also answer for the crime; for these purposes I have become, year after year, perpetual counter-security to the government of the Honourable Company; the people of every description inhabiting his Bajeepoora, without any exception, are included in this writing.

BARIA JOOSABHAEE POONJAJEE.

No. CXXIV.

TRANSLATION of an AGREEMENT entered into by KUNKAJEE CHUMPAVUT, CHIEF of TITOVEE, and his son LALLJEE with CAPTAIN WILLIAM MILES, dated Cheiter Vud 12th, or 29th April 1821.

ARTICLE 1.

I engage not to rob or plunder in any part of the country, nor be the cause of robbery or plunder, nor will I cause any disturbance.

ARTICLE 2.

I engage not to receive or harbour any outlaw or offender from the territories of the Honourable Company, the Guikwar, or any other part or country, but will seize and deliver up such offender or outlaw without delay or excuse.

ARTICLE 3.

I will not fail to resist persons in opposition to the British Government or the Guikwar to the utmost of my power, and will not give them assistance in any way, but use my best endeavours to cut off their supplies and apprehend them.

ARTICLE 4.

I engage not to enter into any quarrels among my brethren or neighbours, nor will I entertain any foreign troops, as Sindees, Mukranees, Arabs, etc.

ARTICLE 5.

Whatever quarrels may arise between me and my neighbours I will submit them to the British Government, and abide by its decision.

ARTICLE 6.

I engage to protect the passage of merchandize through my limits, and to conform to whatever regulations may be made by the British Government respecting the collection of customs or transit duties.

ARTICLE 7.

I will not allow any trade in opium except that regulated by the orders of the British Government.

ARTICLE 8.

On Margsir Vud 13th, Sumvut 1875, or the 25th December 1818, I gave security to the British Government, which is still in force, and I engage to conform to the terms of that security and not to deviate from them.

I have subscribed to the above eight Articles, and will strictly observe them. The perpetual security for this engagement is Bharote Khuta Humeer, and Bharote Koosiall Gela, of the town of Etaree, pergunnah Morassa; they will secure the performance of this contract.

THAKOOR KUNKAJEE SING,
and his son LALLJEE.

Securities—Bharote Khuta Humeer, and Bharote Koosiall Gela.

Similar engagements were made with the Chiefs of Dhudalia, Bakrole Soorpore, Churunwaree, Mohimpore, and Runnasur.

NO. CXXV.

TRANSLATION of the TERMS of SECURITY taken from DOODHOO KAUNT, THE CHIEF of GAJUN, and his KOOLEES, dated Bysack Soodh 7th, 1877, or 6th May 1821.

I, of my own free will, do engage to conform to the following Articles:—

ARTICLE 1.

I engage to pay the amount of jumma due by me to Government from the year 1875 to 1877, three years, Rupees 40 a year, the whole Rupees 120.

ARTICLE 2.

From and after the year 1878 the Government dues of Gajun shall be assessed, agreeable to the produce of the village, by an inspection of the crops, etc.

ARTICLE 3.

I engage to restore all property proved to have been stolen by the Koolees of my village from the year 1875 to the present day without excuse or delay.

ARTICLE 4.

From this day forward I engage not to rob or plunder in the territories of the Honourable Company, the Guikwar, or in any other part or country, nor will I cause the commission of any robbery or crime, or cause any disturbance. I also engage not to be concerned in any matter from which loss may result to government, but answer all demands upon me as a peaceable subject, and whenever I am summoned by the officers of government I will attend.

ARTICLE 5.

I engage not to join any parties of robbers or plunderers, nor will I give them the least assistance in any way, and if any thieves should pass by my village I will apprehend and deliver them over to government, and will be responsible if they pass my village; I will also keep a watch as far as my limits extend for this purpose. Also if any offenders against the British Government, that of the Guikwar, or any other, should come to my village or its limits I will apprehend them and deliver them up to government. I will not associate with thieves to plunder, and if intelligence of the robberies of any other village should reach me I will give instant information thereof to government, and failing to do so I shall be an offender and answerable for the same.

ARTICLE 6.

I will not cause any hindrance to the passage of merchandize, and will protect the roads to the utmost of my power, and should any property be stolen in my limits I will produce the thief or answer for the amount. If any thief should be traced to my village or limits I will carry on the trace or be responsible.

ARTICLE 7.

I will make known to government what horses I have, and will only keep as many as government shall direct and will sell the rest: if I keep more horses they may be seized by government, I have no claim to them.

ARTICLE 8.

I will obey all orders of the thannadar.

ARTICLE 9.

Besides the above Articles, whatever orders I may receive from government I will obey without fail or fault; also in demands regarding offences whatever orders may be sent by the Adawlut shall be obeyed, and the offenders given up.

I will strictly conform to the above nine Articles.

(Sd.) DOODHOO KAUNT, etc.

Securities—Bharote Girder wulud Gulla, of the village of Bhautkooloo.

Arr-zamins or counter-security—Khaunt Sahiba wulud Khoora, and Tral Fulla wulud Soojee, Chiefs of the villages of Wagheria and Malwan.

A similar engagement was made with the Chief of Autrole.

No. CXXVI.

TRANSLATION of the SECURITY given by the KOOLEE CHIEFS of ANORIA to the BRITISH GOVERNMENT, 1st Jesht, or 1st June 1821.

We, the Chiefs and inhabitants of Anoria, do make this agreement with the British Government, and furnish security to the following Articles:—

ARTICLE 1.

On the 4th Falgoon 1876 Jemadar Yaroo, kamaisdar of Bejapore, took the security of Anoria; this engagement was forwarded to government, and from that day to this all thefts proved to have been committed, or whatever injury may have been done by us, shall be answered and satisfaction made without demur or excuse.

ARTICLE 2.

From this day forward we engage not to plunder, rob, or commit acts of violence in the Honourable Company's districts, those of the Gaekwar, or any other; nor will we cause any such acts, nor be parties to any violence or injury.

ARTICLE 3.

We engage not to join any robbers on any pretence whatever, nor will we afford them any aid or assistance, and should any enter our limits we engage to apprehend them, or should they pass we will be answerable.

We will keep a guard in our limits, and should any offenders against the British or Guikwar Governments enter our town or pass our limits, we will seize and deliver him or them up. We will not associate with thieves; and if information of robbery or crime committed by the Koolees of any other village reach us, we will declare the same to the Sircar, and failing therein we will be held as offenders and answerable.

ARTICLE 4.

We engage not to cause any hindrance to the passage of merchandize and will provide for the safety of the roads, and if any loss should be sustained in our limits we will deliver up the thief or be answerable for the amount. If any thief should be traced to our village or limits, we will carry on the trace, and if we do not we will answer for the loss without delay or excuse.

ARTICLE 5.

We will make known to Government whatever horses we may have in our village, and will keep only as many as government may direct and sell the rest; if we keep more they may be seized by government.

ARTICLE 6.

We engage to obey the orders of the thannadar.

ARTICLE 7.

We engage to receive from the Collector or his Agent on the 2nd Pous, Vud whatever Girass may be due to us in the Honourable Company's districts and we engage not to demand such Girass from the Patell or cultivators, nor cause any expense to them; and if we act contrary to this we agree to submit to such punishment as may be ordered or directed, and also to return any money so obtained.

ARTICLE 8.

Two men belonging to the Sircar were murdered by some persons near the village of Nowagaum. We engage to search for the murderers, and if they be of our village we will deliver them over to the Sircar, or should they be discovered by other persons we also engage to give them up.

In addition to the above Articles we engage to obey all the orders of government and to commit no crimes, and in cases of dispute or offence whatever orders may be received from the court of Adawlut shall be obeyed and the offender delivered up.

We will strictly conform to the above Articles.

Perpetual security, Mal, fa'el, and hazir zamin—Bharote Puthoo Guma,
Ditto ditto—Veera Guma, of Prantej, Poonja Pergunnah, Bejapore.

Arr-zamins or counter-security—Nathajee Sumbhoorathore and Soot Hauttijee, of Meyend ; Khaunt Ojumjee, Nurirjee and Sooltanjee Bhanjee, &c., &c., Mohoori ; Thakoor Vuktajee Anoopjee, Sungpore ; Bhowan Sing Sumtajee, Lakeora ; Sewajee Soortajee, Vaugpore.

No. CXXVII.

TRANSLATION of a DRAFT for a SETTLEMENT of VILLAGE PEACE, etc., with SECURITIES and COUNTER-SECURITIES, proposed by LIEUTENANT-COLONEL BALLANTYNE, to be executed with sundry VILLAGES in the DISTRICT under his CHARGE.

We (the Chief and his relations of every denomination, all the inhabitants, whether of the zillah or the town, or its suburbs, or its outskirt, hamlets, good or bad, all classes) of our free will and accord pledge ourselves to government, under the following Articles of security for good behaviour, for appearance on summons, for payment of dues, and additional security for the efficiency of the above securities :—

ARTICLE 1.

We pledge ourselves to be guilty of no irregularities, to lend our countenance to none, nor to afford any aid, shelter or protection to people of bad character ; and in case of their entering our limits we pledge ourselves to do our utmost to apprehend them, that is to say, offenders against the British and Guikwar Governments, and deliver them up, pursuing them so long as they are in our limits in order to apprehend them.

ARTICLE 2.

Wherever any zemindar has been deprived by force of lands or villages or been compelled to resign them, the said transactions to be investigated and the lands and villages thus unjustly taken away to be restored, and the bonds thus extorted to be cancelled, and for the future no transfer of villages or territory is binding unless with the knowledge and approbation of government.

ARTICLE 3.

We pledge ourselves to carry on no intestine disputes or civil discord or private hostilities. Our causes of difference to be reported for the decision of government, and that decision abided by, and we promise not to entertain in our service any armed men of any denomination, whether foreign Arabs, or Pathans, or Mukranees, or Rajpoots, or Kattees, or Mahrattas.

ARTICLE 4.

We pledge ourselves neither to raise nor protect gangs of robbers assembled for the molestation of the British or Guikwar districts, and we will afford every assistance in our power of guides and bearers to merchants and travellers proceeding through our districts, and guard them and their property, and we bind ourselves to answer the losses they may sustain in our limits ; and in case of their being robbed we will trace the course of the robbers and either prove that they left our limits or make good the loss.

ARTICLE 5.

A faithful report shall be made to the Sircar of all the Koolees who through our limits keep horses, and those only shall be allowed to keep them to whom the Sircar shall grant permission to do so, and the remaining horses shall be disposed of as government shall be pleased to direct ; and in case of any disobedience under this head we consent to our horses being seized as forfeit to government : we will in this matter in no respect depart from the wishes of government.

ARTICLE 6.

The old established claims of ghasdana possessed by the Guikwar government and neighbouring zemindars over our villages shall be faithfully discharged yearly, and no difficulties shall be started by us, but the whole regularly paid.

ARTICLE 7.

Wherever we possess claim of Girass, wanta, or produce of land or trees upon the villages of the Sircar or of the neighbouring zemindars, or they possess such like claims upon us, we pledge ourselves to refer the same to the arbitration of the Sircar, binding ourselves to abide by the decision and in no way to oppose the wish of government.

ARTICLE 8.

Whenever any agent of government sent by government comes to any of our villages, we bind ourselves to pay every attention to his instructions, and in no way to oppose the wishes of government.

ARTICLE 9.

The parties stationed by government through the country for the protection of the peace shall be assisted by us in every manner in our power,

and on any alarm of robbers we will join in the pursuit with every individual under our control, consulting in every respect the wishes of government.

ARTICLE 10.

We pledge ourselves to attend to the regulations of government respecting opium in every respect whatever, and to pay the plough tax and land tax as established by ancient usage, and to whomsoever it is due, whether for the cultivation of our own lands or on lands rented from other villages to the Patells of those villages.

ARTICLE 11.

Upon the arrival of merchants and travellers passing through our limits we engage to protect their persons and property, and to extort from them nothing under the name of custom, tolls, or fees, but what is fixed as due to us by government.

After this manner we pledge ourselves, for ourselves and our descendants for ever, a perpetual agreement, undertaken of our free will and accord, and after full deliberation, for ourselves and for our children after us, and the undersigned are securities for our due fulfilment of our part of the agreement.

Particular Statement of the names of the villages of Megraj Talooka with which the above Agreement was made:—

No. of Villages.	Names of Villages.	No. of Villages.	Names of Villages.
1.	Mouzah Dhulwanee.	14.	Mouzah Bhattuvara.
2.	„ Koonail.	15.	„ Sahrunpore.
3.	„ Jessodrah.	16.	„ Lhebodrah Mottah.
4.	„ Rajpore.	17.	„ Bheemapore.
5.	„ Toomaliah.	18.	„ Kumrodah.
6.	„ Gundiah	19.	„ Peessaal.
7.	„ Lhebodrah.	20.	„ Kheroy Dhoodah.
8.	„ Wausnah.	21.	„ Kuttrah.
9.	„ Bharuj Vulonah.	22.	„ Bellah.
10.	„ Royniah.	23.	„ Royawana Soorujderee.
11.	„ Oodwah.	24.	„ Sulthanah.
12.	„ Dhoodah Mottah.	25.	„ Sheegaal.
13.	„ Wossoy.	26.	„ Moolud.

V.—REWA KANTHA AGENCY.

The only Chief in Rewa Kantha, who enjoys first class jurisdiction, that is, power to try, without permission from the Political Agent, for capital offences any persons except British subjects, is the Raja of Rajpipla. The Chiefs of Chhota Udaipur, Bariya, Lunawara, Balasinor, and Sunth have second class jurisdiction, that is, power to try for capital offences their own subjects only. Capital offences committed in the latter States by foreigners or British subjects, and all offences committed in the smaller Mewasi States, are tried by the Rewa Kantha Agency courts of criminal justice, of which the Political Agent's court is the chief. This court was established in 1842 by an order from the Court of Directors.

In 1840 the leading Chiefs of Rewa Kantha, following the example of the Gaekwar, entered into Engagements (No. CXXVIII) to prevent sati.

In 1872 British copper coinage was introduced into the States under this Agency, on the understanding that no more native coin should be issued by the States from their own mints; that only British coin should be a legal tender; and that it should not be issued at a discount.

In 1885 a local corps was raised to discharge the police duties under the Agency previously performed by the Gaekwar's Contingent, which was disbanded in that year. The Rewa Kantha police was amalgamated with the police of the Panch Mahals district on the 1st April 1906.

Transit duties have been abolished throughout the Rewa Kantha States. Bariya, the only State in which they continued subject, after 1872, to a limit, finally abolished them in 1892.

The circulation of the old Babashai silver coinage was stopped in 1900, and British coinage only was declared to be legal tender in the Agency.

The area of the States under the Rewa Kantha Agency is about 4,980 square miles, with a population (according to the census of 1901) of 479,065, and a revenue estimated at Rs. 24,71,530 in British currency. The Chiefs pay a tribute of Rs. 24,382 to the British Government and Rs. 1,30,801 to the Gaekwar.

1. RAJPIPLA.

The Chiefs of the Rajpipla State are Gohel Rajputs. They maintained their independence till the time of Akbar, who imposed on them a tribute of Rs. 35,556 in lieu of a subsidy of horse and foot, which about three centuries before they had agreed to furnish. On the decline of the Muhammadan power the tribute, which had been very irregularly paid, was reimposed by the Gaekwar, who gradually increased his encroachments on the

independence of the State, till in 1813 the entire management was in the hands of his own officers; the net annual payments taken from the State were Rs. 92,000, and the whole revenues were collected and paid into the Gaekwar's treasury.

Ajab Singh, an imbecile Chief, who succeeded to the State on the death of his brother in 1786, died in 1803. He had attempted to disinherit his eldest son, Ram Singh, and to secure the succession of his younger son Nar Singh; but the former was released from confinement and placed in power by the troops. From his intemperate habits Ram Singh became incapable of ruling, and in 1810 the Gaekwar invested his reputed son, Pratap Singh, and conferred on him the government of Rajpipla by a Sanad (No. CXXIX), which the British Government agreed to guarantee. Ram Singh died a few months afterwards, and was succeeded by Pratap Singh. Nar Singh, the brother of the late Raja, however, set up his claim to succeed on the ground that Pratap Singh was not the son of Ram Singh, but supposititious and purchased by Ram Singh's wife. For four years the country was distracted by the quarrel, till, in 1815, the Gaekwar marched a force into the country, and it was agreed that the Gaekwar should conduct the administration till he had reimbursed himself for the expenses incurred, and that Nar Singh and Pratap Singh should submit their claims to investigation. The efforts of the Gaekwar to settle the country were unavailing, and the investigation was therefore undertaken by the Resident at Baroda in 1819. The enquiry resulted in the establishment of Nar Singh's claims, and the admission by the Gaekwar of his right to the succession; but, as Nar Singh was blind and incapacitated from ruling, his eldest son, Verisalji, was invested with the government on the 15th November 1821, and the Gaekwar relinquished his control over Rajpipla to the British Government in the same way as in Kathiawar and Mahi Kantha. A proclamation of amnesty was issued in the name of the British Government, the Gaekwar, and Verisalji, from whom an Engagement (No. CXXX) was taken, binding him and his successors to act in conformity with the advice of the British Government. And the Raja engaged (No. CXXXI) to pay annually, through the British Government, his tribute to the Gaekwar which was fixed at Siasi Rupees 65,001, equivalent to Government Rupees 56,721-2-9, and to make an annual provision of Rs. 8,400 for Suraj Kuar and Pratap Singh, who resigned all pretensions to the State. The relations of the Raja to the British Government were more fully defined in another Engagement (No. CXXXII) concluded on the 26th November 1823.

Verisalji being a minor, the British Government for some years undertook the management of the State, which was almost bankrupt The debts, however, were reduced to about one-third of their amount, and for their

liquidation the most productive portions of the State were farmed for seven years under the British guarantee. Verisalji was entrusted with the administration on attaining his majority in 1837, but supervision was exercised over the State till 1850, when it was withdrawn.

In 1852 an Engagement (No. CXXXIII) was mediated by the British Government between the Gaekwar and the Raja of Rajpipla. By this some old disputes were settled by the transfer of certain villages in which both governments had shares to the Gaekwar and the Raja respectively, and by the admission of the right of the Raja of Rajpipla to collect certain customs on payment of Siasi Rupees 13,351, equivalent to Government Rupees 10,270 annually. On the 20th January 1859 the Government of India decided that Rajpipla should pay Government Rupees 20,000 annually towards the maintenance of the Gujarat Bhil Corps, which had been raised during the mutiny. It was subsequently converted into a police corps, and as no part of it was employed in Rajpipla, the Raja was relieved from any demand on account of its expenses from the 1st May 1865. If, however, troops are employed in Rajpipla, the Raja is held liable to such a contribution on that account for the time the troops are so employed as Government may think fit and reasonable.

In 1855 Verisalji's misgovernment and contumacy led to the attachment of the State. In the following year he was admitted to a share in the administration, and in 1858 the revenue management was made over to him.

In 1859 Government had again to interfere to suppress disturbances among the Bhils.

Verisalji abdicated in 1860 in favour of his son, Gambhir Singh, still retaining, however, the principal share of government in his own hands as minister of the State. Differences, however, arose between father and son, and became so irreconcilable that, in 1867, Government was compelled to interpose and require Verisalji to withdraw from all interference in Rajpipla affairs. He died in the following year.

The Raja received in 1862 a Sanad (see No. LIX), guaranteeing to him the right of adoption.

A British officer was associated with Gambhir Singh in the administration of the State from August 1884 till 1887, when it was found necessary to deprive the Raja of all power, and to entrust the administration for three years to a Political Officer, the Raja remaining in Rajpipla and holding the titular dignity of the Chiefship. In 1890 a continuation of this arrangement for another three years was sanctioned, and in 1894 for another period of three years. On the 10th January 1897 Gambhir Singh died, and was succeeded by his eldest son, Chhatra Singh, who was born on the 18th December 1861, and was installed on the 20th May 1897 under certain conditions.

The State entered into an Agreement in 1882 (No. CXXXIV) regarding the manufacture, consumption, and sale of opium in the State. This was revised in April 1897 (No. CXXXV).

In March 1900 the State entered into an agreement with the Bombay, Baroda, and Central India Railway Company for the working of the Rajpipla State railway from Ankleswar to Nandod, which had been opened for traffic in 1899. This agreement superseded one made on the 21st December 1896.

The area of Rajpipla is 1,517½ square miles; population, by the census of 1901, 117,175; and the gross revenue Rs. 7,81,187, of which Rs. 50,001 are paid to the Gaekwar as tribute.

The State possesses (1905) 36 cavalry, 75 infantry, 2 serviceable and 4 unserviceable guns, and 200 armed police.

The State is liable to the operation of the nazarana rules.

The Raja is entitled to a salute of 11 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

2. CHHOTA UDAIPUR OR MOHAN.

The ruling family of Chhota Udaipur are Chauhan Rajputs, who formerly ruled at Pawagarh. The State is tributary to the Gaekwar. Owing to a doubt whether the political control of Chhota Udaipur was transferred to the British Government in 1820 along with that of the petty States in Mahi Kantha, an Agreement (No. CXXXVI) was made in 1822, by which the Gaekwar surrendered his control, and the State became subject to the British Government, paying under guarantee an annual tribute of Siasi Rupees 10,500, equivalent to Government Rupees 8,769-13-4, to the Gaekwar: this tribute was in 1871 reduced to Gaekwari Rupees 10,147-9-2, equivalent to British Indian Rupees 7,806, in the course of a settlement of certain disputes between the two States regarding the Vasna and Jhabugam parganas.

Prithwi Raj, with whom the above engagement was made, was succeeded by Guman Singh, and he by his nephew, Jit Singh, who died in July 1881, and was succeeded by his son, Moti Singh.

The right of adoption was conferred on the Chief in 1890 (No. LXXVII).

Moti Singh died on the 8th February 1895, and was succeeded by his only son, Fateh Singh, who was born on the 23rd October 1884. During his minority the State was under Government management. Fateh Singh was installed on the 12th March 1906.

The State entered, in 1882, into an Agreement (see No. CXXXIV) for the prevention of the cultivation and illicit importation of opium. This was revised in June 1897 by another Agreement (No. CXXXVII).

The area of the State is 873 square miles; population, by the census of 1901, 64,621; and gross revenue, Rs. 2,03,131.

The State possesses (1905) 35 cavalry, 3 serviceable and 4 unserviceable guns, and 50 armed police.

The State is liable to the operation of the nazarana rules.

The Chief receives a salute of 9 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

3. BARIYA.

The Bariya family is descended in the younger line from the common ancestor of the Chhota Udaipur family. The connection of the British Government with this State commenced in 1803 when Sindhia's districts in Gujarat were taken possession of by a British force. At that time Yashwant Singh was Raja of Bariya. His conduct was most friendly, and he was, in consideration of his services, declared entitled to British protection under article 10 of the treaty of Sarji Anjangaon.*

Yashwant Singh was succeeded in the government of Bariya by his son, Ganga Das, an imbecile character, during whose rule the country was laid waste by the Maratha armies, but they established no claim to permanent tribute. His power was also usurped by a Brahman minister, who with mercenary troops devastated the neighbouring districts till 1819, when the interference of the British Government was solicited, and a settlement† was effected, by which the country was delivered from their violence. On the death of Ganga Das in August 1819, the minister, Rupji, seized the government, and installed Bhim Singh, one of two sons who had been adopted by one of the Ranis before the birth of Prithi Raj. But Bhim Singh was afterwards removed, and the rightful heir, Prithi Raj, was restored. The State was greatly in debt, but arrangements were made under the guarantee of the British Government for the gradual liquidation of the debts, and when the Raja came of age, the direct supervision of the British Government was withdrawn.

In 1819, through the mediation of the British Government, certain dues which the Raja of Bariya had for many years levied from the districts of Halol, Kalol, and Dohad were commuted to an annual payment of Siasi Rupees 4,750, equivalent to Government Rupees 4,144-15-1, which since the cession of Sindhia's Panch Mahals, under the treaty of the 12th December‡ 1860, is now made good by the British Government out of the tribute paid by the Raja of Lunawara.

In 1824 a tribute of Rs. 12,000 was imposed (No. CXXXVIII) on the Bariya State by the British Government in return for its protection. This

* See Vol. IV, Gwalior.

† No copies of these engagements can now be found.

‡ See Vol. IV, Gwalior.

tribute was to be increased in proportion to the prosperity of the State; but in the year 1849 it was declared to be permanently fixed at Salim Shahi Rupees 12,000, equivalent to Government Rupees 9,076. In 1865 the Bariya tribute was charged with a payment of Rs. 6,406-12-9 on account of the escort of the Political Agent and the cost of establishments at the police stations of Sankheda and Pandu. This charge was subsequently, on amalgamation of the Rewa Kantha Agency with the Panch Mahals Collectorate, reduced to Rs. 5,655, a surveyor and his establishment and ten men of the Gujarat Bhil Corps being dispensed with. In 1868 it was resolved that the tribute should be wholly expended for the benefit of the territory of Bariya and its vicinity, and that the accumulated balance should be formed into a local fund. The cost of the portion of the Godhra and Dohad road connecting Gujarat and Central India, which passes through the Bariya State, has been defrayed out of this fund. To the annual amount, Rs. 2,929-7-3, available from the tribute, has been added what is payable to the Raja by the British Government, thus making a total of Rs. 7,074-6-4. With this charges for repairs to the road are defrayed, the surplus being formed into a road fund over which the Political Agent retains control independently of the Raja. Since 1885 the combined fund has been relieved of the cost of escorts and police thanas.

An Engagement (No. CXXXIX) was also made with the Raja in 1824 for the payment of Rs. 6,000 a year in addition to the tribute for the maintenance of a local force. But like the similar engagements,* which were concluded at the same time with the neighbouring Chiefs of Dungarpur and Banswara, it was never acted on, and in 1826 was declared obsolete.

The Raja was succeeded in February 1864 by his son, Man Singh, the present Chief, who was born on the 3rd November 1855. He was installed in 1876.

In 1890 the right of adoption was conferred on the Chief (No. LXXVII).

In July 1891 the Raja granted the British Government the right to occupy and administer, and to exercise full civil and criminal jurisdiction over, the lands of his State which were, or thereafter might be, occupied by the Godhra-Rutlam railway (No. CXL).

By an Agreement (No. CXLI), of the year 1892, the Raja of Bariya undertook to abolish all transit duties, to establish a fund for the maintenance of public works, and to provide otherwise also for the up-keep of roads. In consideration of the fulfilment of these terms the tribute due from Bariya to the British Government has been remitted.

* See Vol. III, Dungarpur.

The Raja entered into an Agreement (see No. CXXXIV) in 1882 to prevent the cultivation and illicit importation of opium. In April 1897 this was revised by another Agreement (see No. CXXXVII).

The area of Bariya is 813 square miles; population, by the census of 1901, 81,579; and gross revenue, Rs. 2,40,736.

The State possesses (1905) 39 cavalry, 1 unserviceable and 3 serviceable guns, and 155 armed police.

The Chief is entitled to a salute of 9 guns, which was finally approved in Her Majesty's Order in Council of the 26th June 1867.

4. LUNAWARA (LUNAVADA).

The Chiefs of the Lunawara family belong to the Solanki clan of Rajputs, and claim descent from Sidh Raj, who ruled in Anhilwara Patan. The first connection of the British Government with this petty State was formed in 1803, when the British troops entered Sindhia's possessions in Gujarat. A Guarantee (No. CXLII) of the protection of the British Government was given to the Raja in 1803, and a Treaty (No. CXLIII) was afterwards made with him in the same year, by which he became tributary to the British Government. But on the change of policy adopted by Lord Cornwallis this treaty was dissolved.

From that time there was little intercourse with Lunawara till 1812, when a Settlement (No. CXLIV) of the Gaekwar's tributary claims was made for Rs. 7,001 a year, from which Rs. 1,000 were deducted. The tribute paid at present amounts to British Indian Rupees 5,001. After the Pindari war in 1819 an Engagement (No. CXLV) was mediated between Sindhia and the Raja Fateh Singh, by which the payment of Sindhia's tribute of Baba Shahi Rupees 12,000, equivalent to Government Rupees 9,230, a year, was guaranteed on condition that Sindhia would not interfere directly or indirectly in the affairs of the State. The tribute is now payable to the British Government under the treaty with Sindhia of the 12th December 1860.*

A similar payment of Rs. 733 is made on account of the Godhra pargana of the Panch Mahals. The amount was fixed in 1851; but no formal engagement was concluded on the occasion by the contracting parties, Sindhia and Lunawara.

Fateh Singh was succeeded by Dalpat Singh, adopted by Fateh Singh's widow, and he in 1852 by Dalel Singh, a collateral heir nominated by Government.

In 1866 the request of Dalel Singh, who had no family, that he might be permitted to adopt was granted, on the understanding that the selection should meet with the approval of Government, and that such nazarana as

* See Vol. IV, Gwalior.

might be deemed proper would be levied. Raja Dalel Singh died in June 1867. He had expressed a wish to adopt Wakht Singh, son of Ajit Singh, the nearest collateral heir, and his widow was allowed to give effect to his wishes. A nazarana of one year's net revenue, deducting the tribute to the British Government, was levied on this occasion. During the minority of the present Chief, who was born on the 28th August 1861, the State was under British management.

The pargana of Virpur, which consists of 42 villages, was for long a bone of contention between the Chiefs of Lunawara and Balasinor. The Lunawara family settled at Virpur about the middle of the 12th century, and removed to Lunawara three centuries later. In the middle of the seventeenth century Virpur was wrested from them by the Balasinor family, but the conquest was never complete, and both Chiefs levied revenue and exercised jurisdiction in certain villages, Lunawara paying a tribute of Rs. 2,468-8 to Balasinor. In 1852, on the transfer of Balasinor to the Rewa Kantha Agency from the Collectorate of Kaira, the pargana was placed under attachment, both Chiefs being allowed to make their own arrangements under supervision, while jurisdiction, civil and criminal, was to be exercised by the Balasinor officials.

In 1868 advantage was taken of Lunawara being under British management to settle the question. It was found that during the preceding twelve years Balasinor had received Rs. 155,152, while Lunawara had only received Rs. 23,929. It was therefore determined, in preference to a rateable division of the land between the States, to make over the pargana to Balasinor on the conditions that the Chief should remit the tribute payable by Lunawara, relinquish all claims to jurisdiction within Lunawara limits and accept, as compensation for any rights which he might possess in Lunawara villages, an annual compensation to be fixed by Government. He was also to respect all grants of land in Virpur made by Lunawara and to purchase at a valuation any lands mortgaged by Lunawara to individuals. Landholders owing service to Lunawara were to continue to give that service under penalty of attachment and sale of their lands, the proceeds being paid to Lunawara and the lands made over to Balasinor.

In 1869 a long-standing dispute between the States of Lunawara and Dungarpur under the Mewar Agency, relative to the possession of the villages of Rankeli and Dholkankra, was settled in favour of the former State. Against this decision the Dungarpur Darbar appealed, but after full enquiry the award was confirmed by the British Government and the villages were transferred to the Rewa Kantha Agency.

The administration of his State was handed over to Wakht Singh, who has the title of Maharana, when he came of age in 1880. In 1889 he was

appointed a Knight Commander of the Indian Empire, and in 1890 he received a Sanad (No. LXXVII) guaranteeing him the right of adoption.

The State, in 1882, had entered into an Agreement (see No. CXXXIV) to prevent the cultivation and illicit importation of opium. This was revised in June 1897 by another Agreement (see No. CXXXVII).

The area of the Lunawara State is about 388 square miles; the population, according to the census of 1901, 63,967; and gross revenue Rs. 1,85,681, of which about one-third has been alienated in free gifts and in service or other tenures.

The State possesses (1905) 48 cavalry, 2 serviceable and 18 unserviceable guns, and 124 armed police.

The State is liable to the operation of the nazarana rules.

The Chief receives a salute of 9 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

5. BALASINOR (VADASINOR).

The Balasinor family is descended from Sardar Muhammad Khan, the elder son of Bahadur Khan, ninth in descent from Sher Khan Babi, who, about the middle of the seventeenth century, was made door-keeper (Babi) of the Imperial Court, and subsequently commandant of the Koli district of Chuwal, on the north-west of Ahmadabad. From Bahadur Khan's younger son, Muhabbat Khan, springs another branch of the family, represented by the Nawab of Junagarh in Kathiawar. Sardar Muhammad Khan was succeeded in possession of the districts of Balasinor and Virpur by his son, Jamiat Khan, and he by his son, Salabat Khan. Salabat Khan died in May 1820, and was succeeded by his cousin, Abid Khan.

Balasinor became tributary both to the Peshwa and Gaekwar. At the general settlement (No. CXIII) of Mahi Kantha in 1812 the tribute of the Gaekwar was settled at Siasi Rupees 4,001, equivalent to British Indian Rupees 3,078. When the British Government succeeded to the Peshwa's rights, Balasinor came under its political jurisdiction. The State pays a tribute of Siasi Rupees 12,696 to the British Government, equivalent to British Indian Rupees 9,766.

In 1820 an Engagement (No. CXLVI) was made with the Babi for the introduction of the British opium regulations into his territories.

In 1822 Abid Khan was removed, and Jalal Khan, his brother, was placed in power in his stead. He died in December 1831, and was succeeded by Zorawar Khan.

The settlement of the long-standing dispute between Lunawara and Balasinor about the pargana of Virpur has been described in the preceding article (Lunawara).

Zorawar Khan died in 1882, and was succeeded by his eldest son, Manohar Khan.

In 1890 a Sanad (No. CXLVII) was conferred on the Nawab of Balasinor, guaranteeing the succession to his family according to Muhammadan law, in the event of the failure of natural heirs.

In 1891 an arrangement, holding good for ten years, was made with he Nawab in respect of his abkari rights in two villages in the Kaira district. The Nawab undertook to close his stills and shops, and preven the sale of liquor in those villages, and Government pay him Rs. 659-13-1 a year as compensation on that account. This arrangement was renewed for a period of five years from the 1st January 1898, and again from the 1st January 1903 for another five years.

The Chief entered in 1882 into an Engagement (see No. CXXXIV) to prevent the cultivation and illicit importation of opium. This was revised in June 1897 by another Agreement (see No. CXXXVII).

Manohar Khan died on the 24th March 1899, and was succeeded by his only son, Jamiat Khan, born on the 10th November 1894, during whose minority the State is under Government management.

The Babi is entitled to various dues in the Kaira Collectorate, amounting in the aggregate to Rs. 400, British currency.

He also receives Baroda Rupees 821-10-12 on account of perquisites from the States of Kadana, Sathamba, and Magori.

The area of Balasinor is 189 square miles; population, by the census of 1901, 32,618; and gross revenue about Rs. 99,174.

The State possesses (1905) 18 cavalry, 10 serviceable guns, and 99 armed police.

The State is liable to the operation of the nazarana rules.

The Nawab receives a salute of 9 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

6. SUNTH.

The ruling family in Sunth belongs to the Puar caste of Rajputs, and is believed to have come originally from Ujjain; to have settled afterwards at Jhalor; and finally, about the thirteenth century, at Sunth. A Treaty (No. CXLVIII) was concluded with this State in 1803, but it was subsequently dissolved by the policy of Lord Cornwallis, which was adverse to the system of alliances with the petty Rajput Chiefs. The Chief of Sunth was included in the Engagement (No. CXLV) mediated in 1819 between Sindhia and Lunawara, and the payment of his tribute of Baba Shahi Rupees 7,000, equivalent to Government Rupees 5,385, was guaranteed to Sindhia, on condition of the latter abstaining from all interference in the affairs of the State. It is now paid to the British Government under the cessions of the treaty with Sindhia, dated the 12th December 1860.*

* See Volume IV, Gwalior.

Sunth receives from the village of Goraru, under Jhalor, one of the parganas of the Panch Mahals, Salim Shahi Rupees 50, equivalent to Government Rupees 38-8-7, as chauth. This sum was fixed in 1848 by the Political Agent in Rewa Kantha and the Assistant in Mewar, but no formal paper was drawn up. Sunth is also entitled to a sirpao (sar-o-pa) of Government Rupees 30-8-8 fixed by Sir J. Malcolm in A.D. 1819.

For some years bad feeling existed between the Chief of Sunth and the Thakur of Kadana, who are both descended from a common ancestor, the former claiming a right to interfere in the Thakur's choice of an heir, principally on the ground that Kadana was a feudatory of Sunth and had always owed fealty to the Chief of that State. The evidence adduced by the Raja was inconclusive, and in 1871 the Bombay Government declared Kadana to be independent of Sunth.

The late Chief, Bhawan Singh, died without issue in 1872, leaving, as it was alleged, a will, by which he designated Prithi Singh, one of his Bhayad, as his successor. Enquiry showed that the alleged will could not be regarded as a record of the wishes and intentions of the late Chief, and that Prithi Singh was neither a fit person nor the nearest of kin. As the British Government was desirous that the State should be continued in the person of some fit successor, the widow of the late Chief was allowed to select one from amongst the collaterals. Her choice fell upon Pratap Singh and was confirmed by the British Government. Nazarana of a year's revenue was levied from Sunth.

The right of adoption was conferred on the Raja in 1890 (No. LXXVII).

Pratap Singh died on the 10th January 1896 without any heir, either adopted or natural, and in June 1896 the Government of India sanctioned the succesion of Jorabhai Gulab Singh, born on the 24th March 1881, of the Babrol branch of the ruling family, his nomination having been approved by both the Ranis of the late Chief. Jorabhai Gulab Singh was installed on the 31st August 1896. On account of his minority the State was under Government management till 1902, when the Chief was given full powers.

In June 1897 the Engagement (see No. CXXXIV) which had been entered into in 1882, to prevent the cultivation and illicit importation of opium, was revised by another Agreement (see No. CXXXVII).

The area of Sunth is 394 square miles; population, by the census of 1901, 39,956; and gross revenue Rs. 1,16,420.

It possesses (1905) 22 cavalry, 1 unserviceable and 3 serviceable guns, and 123 armed police.

The State is liable to the operation of the nazarana rules.

The Chief receives a salute of 9 guns, which was finally approved in Her Majesty's Order in Council, dated the 26th June 1867.

7. PETTY CHIEFS.

The province of Rewa Kantha is inhabited for the most part by Bhils, Mewasis and other turbulent tribes. With these tribes, which are subject to Rajpipla and the Gaekwar, and also with those in Sindhia's Panch Mahals, agreements were made between the years 1822 and 1826 with a view to the settlement of the country. The nature of these engagements will be sufficiently apparent from the specimens given (Nos. CXLIX to CLII). The jurisdictionary powers of the petty Chiefs vary considerably, and the classification introduced into Kathiawar or the Mahi Kantha has not been applied to them. Bhadarva, Umetha, and three other Chiefs were originally included in the Mahi Kantha settlement, and were transferred to Rewa Kantha in 1827. Sindhia's Panch Mahals were ceded to the British Government by the treaty * of 12th December 1860, and attached for a time to the Kaira Collectorate. They now form a separate distinct charge, to which the Political Agency of Rewa Kantha is attached. In 1889 and 1890 the Government of India exempted from payment of nazarana many small Estates having no jurisdictional powers.

In 1897 all the Chiefs noted in the list below, except Pantalavdi, Narukot, and Garol, entered into Agreements (see No. CXXXVII) which revised those made in 1882 (see No. CXXXIV), to prevent the cultivation and illicit importation of opium.

In 1891-92 all the 56 petty Chiefs mentioned in the list below, except Kadana, Sanjeli, Behora, Dudhapur, Virampura, Chudesar, Nalia, Jiral Kamsoli, Narukot, Kasla Paginu Muwadu, Nahara, and Garol entered into arrangements by which they assigned to Government the management of abkari in their Estates in return for pecuniary compensation. The agreements were renewed from the 1st January 1898 for five years, and again from the 1st January 1903 for a further period of five years.

* See Volume IV, Gwalior.

The following is a list of the petty Chiefs, showing the tribute they pay:—

Serial No.	Name of State or place of residence.	Name and caste of Chief.	Age of Chief.	Area of State in square miles.	Estimated revenue.	Tribute.	To whom tribute is paid.
					Rs. a. p.	Rs. a. p.	
1	Kadana	Puar Chhatrasal	27	130	27,204 0 0	...	
2	Sanjeli	Chauhan Pushpa Singh	13	34	16,064 0 0	...	
3	Gad Boriad	Chauhan Rajput Chandra Singh	42	128	13,274 0 0	308 0 0	The Raja of Chhota Udaipur.
4	Bhadarwa	Rana Rajput Fateh Singh	60	27	35,385 0 0	14,674 0 0	The Gaekwar.
5	Umeta	Baria Ganpat Singh	14	36½	21,414 0 0	3,846 0 0	Ditto.
6	Vajiria	Moleslam Rathod Kesar Khan	29	21	29,276 0 0	3,851 8 8	Ditto.
7	Mandwa	Chauhan Rajput Jit Singh	29	16⅓	33,396 0 0	1,703 13 6	Ditto.
8	Uchad	Moleslam Dayama Jitamia	60	8½	8,481 0 0	678 13 9	Ditto.
9	Shanor	Chauhan Rajput Khushal Singh	71	11¼	11,058 0 0	1,213 13 6	Ditto.
10	Agar	Moleslam Chauhan Gambhir Khan.	40	17	15,728 0 0	143 1 4	Ditto.
11	Naswadi	Solanki Rajput Man Singh	25	19⅓	9,863 0 0	1,300 12 4	Ditto.
12	Vasan Virpoor	Moleslam Dayama—					
		Gambhir Singh	41	12½	14,848 0 0	332 4 11	Ditto.
		Chhatra Singh	36		...		
		Jaswant Singh	31		3,914 0 0		
13	Vohra	Moleslam Rathod Mota Bawa	51	3¼	6,836 0 0	695 6 2	Ditto.
14	Chorangla	Chauhan Rajput Chhatra Singh	26	16	5,178 0 0	73 1 3	Ditto.
15	Alwa	Moleslam Chauhan Khushal Bawa.	51	5	5,498 0 0	51 8 7	Ditto.
16	Vanmala	Moleslam Chauhan Badr Khan	46	10½	3,740 0 0	102 4 11	Ditto.
17	Palasni	Parmar Rajput Indra Singh (Fateh Singh).	21	12	4,708 0 0	1,639 3 8	Ditto.
18	Behora	Moleslam Rathod Hatim Khan	24	1¼	1,769 0 0	39 3 8	Ditto.
19	Dudhapur	Moleslam Rathod Anop Singh	27	1¾	693 0 0	26 14 9	Ditto.
20	Vasan Sewada	Moleslam Rathod Isab Khan	4	12½	5,347 0 0	885 6 1	Ditto.
21	Bhilodia	Chawda Rajput—					
		Moti Singh	20	9	6,638 0 0	933 1 3	Ditto.
		Chhatra Singh	14		6,101 0 0	933 1 3	Ditto.

22	Sindhiapura . .	Moleslam Chauhan Amir Khan	32	4	2,908	0	0	43	13	6	Ditto.
23	Vadia Virampura .	Musulman Pathan Nathu Khan	52	1	490	0	0	79	3	8	Ditto.
24	Nangaum . .	Moleslam Rathod—									
		Chhitbha	1	3	1,679	0	0	995	6	2	Ditto.
		Sardar Khan . . .	50								
		Dilavar Khan . . .	23								
		Narbha . .	45								
25	Chudesar . .	Moleslam Gori—									
		Keshar Khan . . .	34	2½	1,906	0	0	239	3	8	Ditto.
		Badr Khan . .	9								
		Kesar Khan Rahim Khan .	38								
		Chauda Bawa . . .	55								
		Kaim Khan . . .	40								
		Alam Khan . . .	70								
26	Nalia . . .	Moleslam Gori—									
		Fateh Khan . . .	29	1	404	0	0	28	7	5	Ditto.
		Khushal Bawa . . .	59								
27	Regan . . .	Moleslam Daima—									
		Bapu	53	4	1,083	0	0	354	9	10	Ditto.
		Nath Khan . . .	59								
28	Jiral Kamsoli . .	Moleslam Gori—									
		Nark Khan . . .	14	5	5,130	0	0	256	2	4	Ditto.
		Mota Bawa . . .	42								
29	Rampura . .	Chauda Rajput—									
		Soma Bawa . . .	61	4½	5,127	0	0	1,093	13	6	Ditto.
		Kushal Bawa . . .	55								
		Pratap Baba, widow of Nathu Bawa Dula Bawa.	38								
		Daji Bawa . . .	14								
		Madhav Singh . .	30								
		Mitha Bawa . . .	55								
		Kalu Bawa . . .	30								
		Bharat Singh . . .	11								
30	Pantalavdi . .	Muhammad Padhiar Anwar Khan.	Not known.	5	6,000	0	0	171	0	0	The Raja of Rajpipla.
		Muhammad Kesar Khan .	40								
31	Narukot . .	Baria Dip Singh . . .	63	143	19,871	0	0	31	0	0	The Gaekwar.

The following is a list of the petty Chiefs, showing the tribute they pay.—contd.

Serial No.	Name of State or place of residence	Name and caste of Chief.	Age of Chief.	Area of State in square miles.	Estimated revenue.	Tribute.	To whom tribute is paid.
					Rs. a. p.	Rs. a. p.	
32	Pandu	Pathan Bahadur Khan	34	9	4,457 0 0	3,462 4 10	The Gaekwar.
		„ Rumast Khan	28				
		„ Sikandar Khan	15				
		„ Sadarbibi, widow of Nathu Khan Mansur Khan.	44				
		„ Chaudan Bibi	60				
		„ Hamid Khan	40				
33	Mevli	Pagi Samat Singh	13	5	1,500 0 0	1,154 9 10	Ditto.
		„ Andar Singh	48				
34	Chhalia	Raval Chhatra Singh	43	11	6,232 0 0	2,616 2 5	Ditto.
35	Sihora	Baria Parmar Karan Singh	24	15½	9,532 0 0	3,693 1 3	Ditto.
36	Kanoda	Baria Bai Jiba, widow of Amar Singh Kesar Sing.	50	3¾	1,764 1 8	1,231 8 8	Ditto.
		Baria Dip Singh	46				
		„ Kubra Singh	25				
		„ Jiba Bhai	27				
37	Poicha	Rana Himmat Singh	13	3¾	2,217 8 4	1,154 9 10	Ditto.
		„ Kiuman Singh	34				
		„ Zina Bhai	36				
		„ Kan Bhai	40				
		„ Himmat Singh Gagan Bhai.	36				
		„ Ji Bhai	23				
38	Dhari	Solanki Nathu Bhai	62	3¾	2,264 0 0	731 8 7	Ditto.
		„ Rai Singh	40				
		„ Guman Singh	58				
		„ Bai Fulha, widow of Sahib Singh Jijibhai.	32				
		„ Salam Bhai	22				

39	Itwad	Rathod Bai Bonjiba, widow of Nahar Singh.	53	6	1,056 0 0	462 4 11	Ditto.
		„ Amar Singh	63				
		„ Gulab Singh	52				
40	Gotardi	Pagi Dapa Bhai	21	3	527 0 0	326 14 9	Ditto.
		„ Jorbhai	Not known.				
		„ Hathi Bhai	20				
		„ Bhathi Mokum Bhai	43				
41	Amrapur	Baria Prabhat Singh	Not known.	2	438 0 0	154 9 10	Ditto.
		„ Amar Singh	19				
		„ Mokam Sing	56				
		„ Ram Bhai	24				
42	Liter Gothda	Koli Mahi Rai	32	1¼	1,100 0 0	154 9 10	Ditto.
		„ Zatle Bhaga	47				
		„ Ada Bhai	38				
		„ Gaba Kalu	15				
		„ Moti Gulab	32				
		Saiyids of Pali Agiwan Dosi Bibi, widow of Bandeli Pujamia.	49				
43	Vakhatpur	Rawal Chhatra Singh	16	1½	827 0 0	116 2 6	Ditto.
		„ Amar Singh	25				
		„ Bharat Singh	15				
44	Jesar	Pagi Dip Singh	34	1⅓	317 0 0	116 2 6	Ditto.
		„ Gokul	28				
		„ Gaba	36				
		„ Bhathi	26				
45	Moka Pagina Muwada.	„ Ma Bhai	43	1	324 0 0	96 2 5	Ditto.
		„ Nathu Bhai	38				
46	Kasla Pagina Muwada.	„ Natha	40	1	84 0 0	50 0 0	Ditto.
		„ Jiwa Jera	28				
		„ Katun Bhika	36				
		„ Mela Singh Chandra Singh	14				

The following is a list of the petty Chiefs, showing the tribute they pay.—concld.

Serial No.	Name of State or place of residence.	Name and caste of Chief.	Age of Chief.	Area of State in square miles.	Estimated revenue.	Tribute.	To whom tribute is paid.
					Rs. a. p.	Rs. a. p.	
47	Rajpur	Rawal Hinmat Singh	27	1½	344 0 0	39 3 8	The Gaekwar.
48	Varnoli Nahni	Rathod Pratap Singh	23	1	103 0 0	19 3 8	Ditto.
49	Varnoli Moti	„ Ratan Singh	18	2	347 0 0	77 11 1	Ditto.
50	Jumkha	Baria Ratan Singh	24	1	563 0 0	39 3 8	Ditto.
51	Nahara	„ Adar Singh	32	3	154 0 0	19 3 8	Ditto.
		„ Kalu Bhai	35				
52	Varnolmal	„ Kalu Bhai	35	3½	1,000 0 0	65 6 2	Ditto.
		„ Bai Raba, widow of Adar Singh Aba Singh.	45				
53	Dodka	Patel Shankar	43	3	3,276 0 0	849 9 10	Ditto.
		„ Jiwa	55				
		„ Iswar	42				
54	Raika	Parmar Rajput Moti Singh	19	3	3,472 0 0 1,276 0 0	235 1 0 207 13 2	Ditto.
		Pagedaran Laxmibai, widow of Ganpat Rao Laxman Rao Maratha.	49				
55	Anghad	Gohel Man Singh	44	4½	5,546 0 0	335 15 5	Ditto.
		„ Moti Singh	22			134 6 0	Ditto.
		„ Bharat Singh	59			111 15 9	Ditto.
		„ Samat Singh	20			223 15 8	Ditto.
		„ Raghunath	64			268 12 4	Ditto.
		„ Kesar Singh	42			268 12 4	Ditto.
56	Garol	.....	...	...	...	30 0 0	This village belongs to the Thakor of Bhamaria in the Panch Mahals District, but the tribute due on it is paid to the Gaekwar through the Rewa Kantha Agency.

No. CXXVIII.

TRANSLATION of a NOTE from A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER and RESIDENT at BARODA, to the address of the following RULERS of the different STATES placed under his POLITICAL SUPERINTENDENCE, dated 3rd April 1840, *viz.*:—

To MAHRAVUL GOOMAN SINGJEE, of Oodeypore.
To ditto PIRTHEERAJJEE, of Deogurh Barria.
To MAHARANAH FUTTEH SINGJEE, of Loonawara.
To RANAH BHOWANY SINGJEE, of Soanth.
To THAKOOR JALUM SINGJEE, of Bhadurwah.
To ditto SIRDAR SING, of Wankaneer.
To MAHARANAH VERISALJEE, of Rajpeepla.

Under instructions received from the Resident of Baroda, conveyed to me in his letter, dated 11th March 1840, I write to inform you that it having come to the notice of that officer that a British subject born in Rutnagherry but residing at Baroda, died, and his widow immolated herself in observance of the rite of suttee, which the Guikwar Government took no measures to prevent, the Political Commissioner addressed a note to His Highness deprecating the occurrence, and suggesting that as the British Government had, after full consideration, abolished the rite of suttee in its own territory, His Highness should introduce a similar arrangement within his own, to which His Highness replied that, according to the request of the Resident, he would cause proper arrangement to be made, and this concurrence being communicated to Government, it was pleased to declare that no act could have been performed more acceptable to it than the abolition of suttee. I beg to state that it appears to me advisable you should take measures to prohibit the practice in your own State, in respect to which, as the British Government are most intent on the speedy abolition of this rite, you will have the goodness, after full consideration of the above, to favour me with a reply.

(Sd.) A. REMINGTON,
Offg. 1st Asst. Poltl. Commr.

TRANSLATION of a NOTE addressed by MAHRAVUL GOOMAN SINGJEE to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT and RESIDENT at BARODA, dated Cheiter Vud 5th Sumbut, 1896.

After recapitulation of the contents of the note addressed by the Officiating 1st Assistant Political Commissioner on the subject of the arrangements made by the Guikwar Government to abolish the rite of suttee in its territories

on the 3rd April 1840, the Mahravul states as follows:—Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I shall, agreeably to the suggestion contained in your note, enjoin its discontinuance in the State of Oodeypore.

Seal.

TRANSLATION of a NOTE addressed by MAHARAVUL PIRTHEERAJJEE, of DEOGURH BARRIA, to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter Vud 11th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I shall enjoin its discontinuance in my towns and villages and prohibit its future observance.

Seal.

TRANSLATION of a NOTE addressed by MAHARANAH FUTTEH SINGJEE, of LOONAWARA, to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter Soodh 15th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I have, conformably thereto, issued a proclamation to inform the people residing in my districts, and will further make suitable arrangements in the matter.

Seal.

TRANSLATION of a NOTE addressed by RANAH BHOWANY SINGJEE, of SOANTH, to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated 12th May 1840.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will make arrangements in my territory to prohibit the future observance of suttee.

Seal.

TRANSLATION of a NOTE addressed by THAKOOR JALUM SING OF BHADURWAH, to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Cheiter Soodh 7th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will, agreeably to the wishes of Government prohibit suttee in my territory.

(Sd.) JALUM SING.

TRANSLATION of a NOTE addressed by THAKOOR SIRDAR SING, of WANKANEER, to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Bysack Soodh 7th, Sumbut 1896.

Having taken into consideration the subject brought to my notice regarding the abolition of suttee, I will prohibit the practice in my districts and make suitable arrangements for its discontinuance.

(Sd.) SIRDAR SING.

TRANSLATION of a NOTE addressed by MAHARANAH VERISALJEE, of RAJPEEPLA, to A. REMINGTON, ESQ., OFFICIATING 1ST ASSISTANT POLITICAL COMMISSIONER for GUZERAT, dated Bysack Soodh 8th, Sumbut 1896.

I have learnt the contents of your letter on the subject of the abolition of suttee with much pleasure, and shall make suitable arrangements to prohibit the practice within the districts of my State.

Seal.

No. CXXIX.

SREE MHALSA KAUNT.

TRANSLATION of a PERWANNAH from ANUND RAO GUIKWAR SENA KHAS KHEYL SHUMSHER BAHADOOR to RANA KOOER PERTAB SING, of the CAPITAL of RAJGHUR,—1810.

AFTER COMPLIMENTS.—Your father Ram Sing, of Rajghur, does not conduct himself properly, and in consequence many quarrels exist, and your inheritance is in danger of being lost to you. In consideration of this the Sircar has thought proper to make arrangements that you be invested with exclusive authority to conduct the affairs of the State; the same being determined on, this perwannah is given to you. Your father, Ram Sing, is a man of bad conduct, and listening to bad counsels is planning means whereby to involve the welfare of the State; wherefore you are invested with the executive management of affairs. You are, however, to transact all business and execute all deeds in the name of Ram Sing. You are also to transact business by means of Risundass Buckshu, without whose knowledge you are to execute no public measure. You are likewise to institute such means as will preserve the ryots from suffering tyranny and trouble, and to obey the Sircar, continuing to pay the Sircar its dues and claims according to existing agreement.

Sicca.

You will also settle the debt owing to Myrab Narrain by your government.

Moideen Jemadar being well disposed to your State, extend to him the same indulgence and protection in his services to your government.

You will arrange respecting a provision for your father, and take such measures as will prevent him from exciting disturbances.

Do you continue to conduct yourself as herein provided for: in any default in the administration of affairs you cannot prosper. Consider this and act according to the letter of the Sircar, and you will suffer no unjust trouble from the Sircar, and in behalf of which, and consistent with justice, it has nominated Mr. Carnac on the part of the Honourable Company as guarantee.

Done Sumbut 1866, Magh Vud 8th, Heigra 22nd, Mohurrum, corresponding with the English year 1810, 27th February.

The Bombay Government agreed to guarantee these arrangements, but in consequence of the death of Ram Sing the guarantee was never actually affixed to the Sunnud.

No. CXXX.

TRANSLATION of an AGREEMENT entered into by MAHARANAH VERISALJEE, RAJAH of RAJPEEPLA, and JAMES WILLIAMS, ESQ., RESIDENT at BARODA, on the part of the HONOURABLE COMPANY,—1821.

Seal of the Rajah.

My representation is as follows:—

I have received possession of my country from the Guikwar government, but I am certain that without the aid of the British Government I shall not be able to make its settlement: therefore I myself and my father, both of us of our own desire, do agree to act upon everything relating to the settlement of all the affairs of my country in conformity with the advice of the Honourable Company. Whatever may be the desire of the government I will act according to it. In conformity with this agreement whoever may be Chieftain of the country from generation to generation he will act.

Dated Sumbut 1878 Assoondee, reckoning from the month of Assar Aswen Soodh the 15th, corresponding with October the 11th, A.D. 1821.

Signature of the Rajah.

No. CXXXI.

TRANSLATION of a BOND signed and delivered to GOVERNMENT by MAHARANAH VERISAL, RAJAH OF RAJPEEPLA, dated at Nandode, the 10th of Falgoon Soodh, Sumbut 1879, A.D. 20th February 1823.

CONTENTS.

We have of our free will agreed to pay yearly at Baroda to the Guikwar government for yearly jummabundee and ghasdana the sum of Rupees (65,001) sixty-five thousand and one.

The three villages in the Thanna of Roond, *viz.*, 1st, Roond; 2nd, Jehoor; 3rd, Kotara, and the zekaut (inland duties), and the five dumalla villages, Wurkavi, Poeecha, Washna Huddabhang, and Kokulpore, and Koond near Balode, and the sirpao yearly payable to us from the Guikwar government and the town of Burun being all deducted, the sum total Rupees (65,001) sixty-five thousand and one is settled; the instalments to be paid in

the months of Pous, Falgoon, Cheiter, and Bysack. In this manner from generation to generation, year by year, the sums shall be made good under the mediation of the Honourable Company and no deviation occur. On all matters of the abovementioned talooka whatever discussion on matters good or bad may arise, these shall be referred to the mediation of the Honourable Company, and we shall remain satisfied therein, nor shall there ever be a departure from this agreement. This we have written and signed.

TRANSLATION of a GRANT of yearly allowances from the RAJAH VERISAL of RAJPEEPLA to RANEE SURUJEEOOVER BHAEE, dated at Nandode, the 10th Falgoon Soodh, Sumbut 1879, A.D. February 20th, 1823.

To Surujeeoover Bhaee, Maharana Verisal, Rajah of Rajpeepla, has written and delivered: the illustrious Guikwar government and the Honourable British Government having in the performance of justice decided the sovereignty of Rajpeepla to be ours, and in their beneficence conferred entirely the honour on us, therefore we bestow upon you and on Pertab Sing and others under your protection a yearly gift at the rate of Rupees (700) seven hundred per month, total Rupees (8,400) eight thousand four hundred, as follows:—For your private expenses Rupees (200) two hundred per month, yearly Rupees (2,400) two thousand four hundred, and Wulligaom, in the Kuntaul pergunnah, and Syaligaun, in the Ruttunpore pergunnah; whatever produce is derivable from these towns is yours and the towns delivered to you, and this monthly allowance and the produce of the towns remains yours for life; and for Pertab Sing and the rest a monthly allowance of Rupees (500) five hundred shall be regularly given, making a yearly total of Rupees (6,000) six thousand; at the rate of Rupees (8,400) eight thousand four hundred a year, as it has been agreed upon and engaged to you so shall it be given, and do you continue to go on as you have written to us; in this matter no changes shall occur; this we have written and signed.

To Maharanah Verisal, Rajah of Rajpeepla, Ram Sorajeear Bhye writes:—I am content to receive the yearly allowance and provision made for me and Pertab Sing and others under my protection through the mediation of the Guikwar government and by Mr. Williams on behalf of the British Government, and will remain satisfied, nor have I any further claims whatever for myself or for Pertab Sing on the above-mentioned territory or the government thereof; thus have I written and signed.

No. CXXXII.

TRANSLATION of an AGREEMENT entered into by MAHARANAH VARISAL, RAJAH of RAJPEEPLA, on 26th November 1823.

Formerly a dispute existed regarding the right to the guddee of my chieftainship, on which account the two great Sircars of Shreemunt Guikwar

Sena Khas Kheyl Shumsher Bahadoor and the Honourable Company Ungrez Bahadoor having investigated the same decided my claim to be just, confirmed it, and delivered over to me the chieftainship. On this account I, of my own understanding and free will and pleasure, subscribe to the under-written Articles of Agreement for my good behaviour :—

ARTICLE 1.

On the above-mentioned chieftainship are debts due to the Guikwar Sircar and to others. I have not means to bear the whole of this burthen, which is known to the Sircar. But whatever order I shall receive from the Resident at Baroda on the part of the Honourable Company to adopt any plan for the liquidation of the Guikwardebt, I will agree to, and act in conformity with the same.

Whatever proportion of the resources of the State may be fixed to defray the expenses of the State at any time by the advice of the Resident, and an order given upon the subject, in conformity with it I will abide. In this I will make no difference.

ARTICLE 2.

A separate bond has been given regarding the annual ghasdana and jummabundee to be paid to the Guikwar government, according to which I will pay the sum. If in any year an Asmanee or Sultanee misfortune should really occur, then the Sircar, out of compassion, will make a remission in the tribute of that year according to the custom of the country.

ARTICLE 3.

The Company's Sircar has stationed in the above chieftainship a detachment of its sepoys for my protection. For the expenses of the same in whatever manner the Sircar may direct, I will agree, and pay in conformity with the same.

ARTICLE 4.

The Bheels and Mewassees of the above talook shall not commit any disturbances in the districts of the Guikwar to the north and south of the river Nerbudda, nor in the Khaseh districts of the Honourable Company, or in their dependencies. I will keep the arrangements with them binding. In the above province from every village fael zamin security has been taken for its good behaviour. If any village has been omitted, security shall be taken from it and a proper settlement be kept. If any disturbance or injury is sustained, and the same should be proved against any of the inhabitants of my province, I will answer for the same, or cause an answer to be given for it.

ARTICLE 5.

I will not harbour nor allow any one to harbour in my talook disturbers of the public peace, Mewassees, the criminals of both governments, and Bharwutteeas. I will not, nor shall any other person, associate with them.

ARTICLE 6.

I will not commit acts of aggression against any one. If any dispute arises between me and any other talookdar or zemindar, I will make the

same known to the Company's Sircar, and whatever order it may give respecting it I will abide by.

ARTICLE 7.

No one shall molest travellers passing and repassing through the limits of my talooks. I will take care that a proper settlement is made on this point.

ARTICLE 8.

In the above province reside Rajpoots and Grassias, who possess Geeras rights upon the Company's districts in the zillahs of Baroach and Surat. Regarding these, papers of agreement were taken from them by Mr. Willoughby, Assistant to the Resident. Whatever final settlement of these may be made in conformity with the same I will cause them to abide.

ARTICLE 9.

In conformity with the order of the Company's Sircar, opium shall not be clandestinely conveyed within the limits of my province by any merchants or travellers, concealed in any other merchandize, without the seal and order of the Sircar. I will keep a good arrangement in this respect in my talook. If any opium is clandestinely conveyed I will seize it, and make the same known to the Sircar; whatever order the Sircar may give relating to the opium arrangements I will abide by.

In conformity with the above written nine Articles I will always act from generation to generation; if in this respect any difference arises, I will answer for the same. My talook is security for my acting in conformity to what is written above. What is written is true.

Rajah's Seal and signature.

No. CXXXIII.

TRANSLATION of an AGREEMENT passed by MAHARANAH SHREE VARISALJEE, RAJAH of RAJPEEPLA, to HIS HIGHNESS GUNPUT RAO GUIKWAR, dated Sumwut 1909, Kartick Wud 1st, Saturday, corresponding with 28th November 1852.

Seal.

After compliments.—I am a half sharer in some of the villages under the Roond pergunnah, in consequence of which the ryots and other causes

give rise to constant disputes. With a view to avoid the same, I begged the Sircar, through Kamdar Dhuneshwur, Wishwanath, to make over to my management those villages in the said pergunnah over some of which your Highness possessed half and on others entire jurisdiction, as well as the custom Nakas at Nandode and other places, with sole authority over them, in lieu of which I would pay the Sircar annually a sum to be fixed by your Highness; that I would give up to your Highness my right of criminal administration, etc., over the village of Kurnalee, which at present is divided between me and the Sircar, and your Highness should therefore fix an amount equal to my half share in the village, and the same should be deducted from that sum which the Sircar should fix to be received from me for the villages now in the Sircar's possession, and the remainder would annually be given by me to the Sircar. This request of mine the Sircar was pleased to accede to and I thereupon enter into this agreement, the conditions of which are as follows:—

ARTICLE 1.

I have given over to the Sircar, to their entire management, my half share of jurisdiction in matters of criminal administration, etc., over the village of Kurnalee, and I have now therefore no right whatever in the jurisdiction, etc., of the village, except that I am only to receive annually a sum on account of the revenues of my half share, and which by taking the average of ten years' receipts is fixed at Rupees 575-8-0. This will be deducted from the fixed amount of the revenues of those of the villages in the Roond pergunnah which the Sircar have given to me, and of which a detail is given in the following Article, and the balance will annually be paid by me to the Sircar.

ARTICLE 2.

A list of those of the villages in the Roond pergunnah over some of which half and on others entire jurisdiction has been exercised by the Sircar, and which your Highness has made over to my management with sole criminal administration over them, as well as of the custom Nakas also given to me.

Villages over which His Highness the Guikwar exercises entire jurisdiction.

1, Thana Roond; 2, Mouza Kotara; 3, Jeyore; 4, Bhurna.

Villages over which His Highness the Guikwar exercises half jurisdiction.

1, Mouza Poeecha; 2, Vasna-Nana; 3, Roond, pergunnah Bhalode; 4, Kakulpore.

Custom Nakas.

1, pergunnah Nandode; 2, pergunnah Bhalode; 3, pergunnah Panetha; 4, pergunnah Gowalee; 5, the custom derived at Ladba's Naka in the village of Kotara.

Spirit Shops.

1, Thana Roond ; 2, Mouza Kotara.

The above villages, custom Nakas, and spirit shops have, with the entire jurisdiction over them, been made over to me by the Sircar. By taking the average of ten years, including both civil and criminal receipts, the annual income thereof amounts to Rupees 14,187 ; from this is to be deducted the revenues of my half share of Kurnalee, as stated in the 1st Article, amounting to Rupees 575-8-0 annually, and it leaves a balance of Rupees 13,611-8-0. Out of this your Highness having kindly remitted Rupees 260-8-0, there remains a net balance of Rupees 13,351, which I will, without any objection or advancing a claim for remission on account of heavenly or earthly calamity, pay in one item on every Maha Soodh 15th.* To ensure a regular payment of the said amount I have obtained the Honourable Company's guarantee. The management of the aforesaid villages will be conducted by me in the same manner as was done by the Sircar. No new customs oppressive to the ryots will be introduced. The Sircar should pay the Huckdars and others the amounts of their respective hucks which may have been included in the above fixed sum. On the transfer to me by your Highness of the above mentioned villages, the Sircar will cause marks to be laid down to distinguish the boundaries of your Highness's villages, so that no dispute may in future take place regarding land, and render it easy to conduct the management according to the boundaries so laid down.

ARTICLE 3.

There are several mutual disputes existing regarding boundaries, also about lands and Geeras of the ryots ; to effect a settlement of the same the Sircar should depute a confidential Kamdar, who in conjunction with one on my part, will after examining the documentary proofs on both sides, as well as bearing in mind the past management, make proper arrangements, and when once the marks are laid down, there will not remain any more dispute.

ARTICLE 4.

No protection will ever be afforded in my territory to the Sircar's offenders. If land or other mutual disputes hereafter occur, they will be settled by attending to the proofs and the existing management on both sides, and no disputes will be entertained without any just cause.

ARTICLE 5.

Whatever direction the high roads usually take after passing the Nakas the Sircar have entrusted to me, will hereafter be continued. If it is usual for the goods to pass to and from the Sircar's territory through the above Nakas, I shall never, with the intention to shut up those roads, form new ones in my territory, and if the Sircar's Nakas suffer by my doing so, I will pay the loss that may be done.

* This date will occur either in February or March.

The above is agreed to.
Sumwut 1909, Kartick Wud 1st, Saturday.
In the Rajah's handwriting.
Signed as above my own signature.

Seal.

Endorsement by the Resident.

The above agreement has been passed by the Rajpeepla Rajah to the Guikwar government. According to the 2nd Article thereof the above Rajah agrees to pay a sum of Rs. 13,351 to the Guikwar. A letter No. 5006 of the 12th November 1852 has been received from the Bombay Government regarding a guarantee to the above arrangement. The guarantee of the Honourable Company regarding the above Rs. 13,351 is hereby given.

(Sd.) J. M. DAVIES,
Dated Baroda, 2nd December 1852. *Resident.*

No. CXXXIV.

TRANSLATION of FORM of OPIUM AGREEMENT entered into with the States of REWA KANTHA in the year 1882.

1. Hereafter we shall not at all cultivate poppy nor allow it to be cultivated.

2. We shall purchase and import opium for our own consumption, and for that of the people of our talukas, from the Government Depôt at Ahmedabad, or from such other place as Government may appoint for that purpose.

3. We shall allow opium to be sold at the same rate at which it may from time to time be sold in the Government districts, and shall never allow it to be sold at a cheaper price.

4. We shall not allow the importation into our talukas of smuggled opium, that is, opium on which the Government duty has not been paid, and as in consideration of the above Government has kindly granted us remission of the duty payable to Government, we bind ourselves as stated below. If we do not act in accordance with the above conditions, Government may cancel the grant of the remission.

5. We shall without fail submit every six months, in such form as Government may direct, a statement showing the quantity of opium purchased, sold, balance remaining in hand, etc., and shall cause accounts thereof to be kept in such form as Government may direct.

6. As Government have directed that the above rules should come into force from 1st October 1878, we have hitherto brought them and shall hereafter bring them and cause them to be brought into force.

No. CXXXV.

AGREEMENT WITH RAJPIPLA STATE.

AGREEMENT between the POLITICAL AGENT, REWA KANTHA, acting under the authority of HIS EXCELLENCY the GOVERNOR OF BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT, and the ADMINISTRATORS of the RAJPIPLA STATE on behalf of the RAJA OF RAJPIPLA, his heirs and successors, regarding the manufacture, consumption and sale of opium in the RAJPIPLA STATE.

Whereas in accordance with the existing relations between the British Government and His Highness the Raja of Rajpipla the cultivation of poppy and the manufacture of opium are prohibited in the Rajpipla State, and no opium may be consumed in the said State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay; and whereas in consideration of the covenants on the part of His Highness the Raja of Rajpipla hereinafter contained, the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said State for consumption therein in accordance with the said covenants.

2. The Administrator of the Rajpipla State on behalf of the Raja of Rajpipla agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.*:—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely):—

(*a*) by direct importation from Malwa and Rajputana; or
(*b*) by purchase in Bombay; or
(*c*) by purchase at any convenient opium depôt of the British Government;

and that all opium so procured shall be imported into, transported through, or exported from British India, as the case may require, in accordance with the law and rules regarding import, transport, and export of opium at the time in force in the part of British India into, through, or from which such import, transport, or export is necessary;

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier;

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants ;

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of Broach ;

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British district of Broach ;

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British district of Broach ;

(7) That he will enforce in his territory the Indian Opium Act (I of 1878), which is already in force therein, having been specially applied to it by the Darbar, and rules under the same Act based on those in force in British India promulgated with the approval of the Political Agent, Rewa Kantha, and will hereafter from time to time adopt and enforce any change in the said Act and rules or any new regulation similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce ;

(8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Rewa Kantha Agency in such form as the Governor in Council of Bombay shall, after consulting the Political Agent, Rewa Kantha, from time to time prescribe, accurate accounts of the opium transactions of his territory.

3. The British Government agree that so long as the Raja of Rajpipla duly fulfils the foregoing covenants, the whole of the duty payable to the British Government on any opium conveyed into the territory of His Highness the Raja of Rajpipla in accordance with the relations between the British Government and His Highness as recited in the preamble to this agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to His Highness.

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising, to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said Raja of Rajpipla from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act

(I of 1878), or in any other law regarding the opium for the time being in force in the Presidency of Bombay.

Dated at Nandod, this 15th day of April 1897.

F. W. SNELL, *Lieut.-Col.*,
Administrator, Rajpipla State.

W. DODERET,
Political Agent, Rewa Kantha.

No. CXXXVI.

TRANSLATION of an AGREEMENT entered into by the RAJAH of CHOTA OUDEYPORE, KARTICK SOODH 7th, NOVEMBER 21st, 1822.

The Rajah of Oudeypore acknowledges that under the protection of the Honourable Company's government he has subscribed to the yearly payment of ghasdana to the Guikwar government, and that the following are the Articles for regular and systematic proceedings in future :—

ARTICLE 1.

The Bheels or Koolees of the aforesaid talooka shall in no case commit any injury to the Sonkaira or Teelukwara or any other pergunnahs belonging to His Highness the Guikwar, or to any taluka or town under the protection of the Honourable Company. This engagement is to be kept most rigidly, and in case of any depredations being committed and proved, the Oudeypore Chieftain to answer accordingly.

ARTICLE 2.

The irregular, quarrelsome Mewassees, disobeyers and rebels against government, incendiaries (Bharwuttea) and others of such character, shall not be sheltered, nor allowed to be sheltered, in the Oudeypore pergunnah, nor any assistance be afforded them.

ARTICLE 3.

No private quarrels shall be allowed to be prosecuted ; but if any talookdar has any difference with any zaminder, the same shall be referred to the Honourable Company's government, and the decision thereupon be final.

ARTICLE 4.

The public roads through the limits of the Oudeypore talooka shall be protected from all interruptions of commerce or risks of personal safety.

ARTICLE 5.

It is most strictly agreed to for this talooka that, in conformity with the orders of government, no opium shall be allowed to be smuggled, without the seal and pass of the Honourable Company, in the baggage of any travelling merchants; and if any opium is found attempted to be smuggled, the said opium shall be seized and reported to government and disposed of agreeably to the orders then received. These are the five Articles of agreement by which affairs are in future to be guided, and in case of any breach of these engagements, the Oudeypore Chieftain binds himself to answer the claim.

TRANSLATION of a PAPER addressed to the SIRCAR by the CHIEFTAIN of OUDEYPORE, RAJAH RAWUL PIRTHEERAJ, dated ASOO SOODH 10th, SUMWUT 1878, 28th JUNE 1822.

Of my own free-will and inclination I have agreed to make good yearly and pay through the mediation of the British Government the sum of rupees ten thousand five hundred (10,500) to the Guikwar government, in the same manner that this ghasdana has been hitherto paid in Baroda. From this agreement there shall be no departure, and everything that concerns the above talooka, either good or bad, shall be transacted through the mediation of the British Government, and I will remain a servant of the Company; nothing contrary to this shall be done; to this I affix my signature.

TRANSLATION of the PERWANNAH given by HIS HIGHNESS SEEAJEE RAO GUIKWAR SENA KHAS KHEYL SHUMSHERE BAHADOOR, to the RAJAH of MAHA RAWUL PIRTHEERAJ, dated the 2nd of the 2nd ASSO VUD, or 15th of the month of SUFFUR (October 31st, 1822).

Ghasdana is due from you to the Baroda government, and it is agreed, under the mediation of the British Government and through the intervention of Mr. Williams, the Resident at Baroda, that the above to the amount of Rs. ten thousand five hundred yearly, shall be paid by instalment as hitherto, and if at any time you suffer through the inclemency of seasons or foreign invasion, then the Baroda government shall exercise protection in the same manner that is agreed upon for Kattywar and Mahee Kanta.

Therefore remain at ease in your mind that no injustice shall be attempted against you, and attend to the improvement of your talooka, and your agents and Karbarees Gokul Bukshi and Sardooram Dubba and Babba Matur and Puroodas Vunravan Paruck and others, when coming or going on business connected with your government, shall suffer no kind of interruption or injury; for this protection, which is binding year by year for ever, the Honourable Company is guarantee.

Signed with both the seals of the Guikwar government.

TRANSLATION of a LETTER from J. P. WILLOUGHBY, ESQ., FIRST ASSISTANT in charge of the RESIDENCY, to MARAWUL PIRTHEERAJ, RAJAH of MOHUN, dated 11th DECEMBER 1822.

After compliments.—Your letter of Baderwa Soodh the 13th sent to Mr. Williams, the Resident, was delivered by your agent Moro Punt, and its contents are understood. The yearly payment of Ghasdana to the amount of Rs. (10,500) ten thousand five hundred the aforesaid Karkoon has paid for the year 1878, and has received receipts for the Warats, which will be delivered to you, and respecting this said sum of Rupees (10,500) ten thousand five hundred you have agreed to send your agent yearly to pay the same in Baroda under the mediation of the British Government, as it has been paid hitherto, and pledges of good behaviour have also been given by you, on which account the Gaikwar government has given the Perwannah for the perpetual guarantee of the British Government; therefore, be confident that so long as you fulfil your engagements you need apprehend no failure of these promises of protection.

(Sd.) J. P. WILLOUGHBY.

No. CXXXVII.

AGREEMENT between the POLITICAL AGENT, REWA KANTHA, acting under the authority of HIS EXCELLENCY the GOVERNOR of BOMBAY in COUNCIL on behalf of the BRITISH GOVERNMENT, and the ADMINISTRATOR of the CHHOTA UDEPUR STATE on behalf of the RAJA of CHHOTA UDEPUR, his heirs and successors, regarding the manufacture, consumption and sale of opium in the CHHOTA UDEPUR STATE.

Whereas in accordance with the existing relations between the British Government and the Raja of Chhota Udepur State the cultivation of poppy and the manufacture of opium are prohibited in the Chhota Udepur State, and no opium may be consumed in the said Chhota Udepur State other than opium on which there has been paid to the British Government the duty at the time payable to the said Government in respect of opium consumed in the Presidency of Bombay; and whereas in consideration of the covenants on the part of Chhota Udepur State hereinafter contained, the British Government has agreed to relinquish the whole of the said duty on all opium that shall be hereafter conveyed into the said State for consumption therein in accordance with the said covenants.

2. The Chhota Udepur State agrees with the British Government with reference to all former agreements on the same subject-matter as follows, *viz.* :—

(1) That the opium from time to time required for consumption within his territory shall be obtained in one of the three following ways only (namely) :—

(*a*) by direct importation from Malwa and Rajputana; or

(*b*) by purchase in Bombay; or

(*c*) by purchase at any convenient opium depôt of the British Government;

and that all opium so procured shall be imported into, transported through or exported from British India, as the case may require, in accordance with the law and rules regarding import, transport and export of opium at the time in force in the part of British India into, through, or from which such import, transport or export is necessary;

(2) That he will adopt such measures as shall from time to time appear to the British Government to be necessary for effectually preventing any export and any illicit import of opium across his frontier;

(3) That the sale of opium within his territory shall henceforward be conducted by licensed vendors only or departmentally by State servants;

(4) That opium shall not be supplied to any of the said licensed vendors except on payment of a price, which is not less than the price at which, at the time being, licensed vendors are being supplied in the British district of the Panch Mahals;

(5) That no licensed vendors in his territory shall at any time be permitted to sell opium at a price which is lower than the lowest price at which licensed vendors are at the time being authorized to sell it in the British district of the Panch Mahals;

(6) That the system for the vend of opium in his territory shall be henceforward assimilated in its general features to that in force in the British district of the Panch Mahals;

(7) That he will forthwith introduce and enforce in his territory the regulations published under Government Resolution in the Revenue Department, No. 7207, dated 18th September 1895, and will hereafter from time to time adopt and enforce any change in the said regulations or any new regulations similar in effect to any provision of the law or rules regarding opium for the time being in force in British India, which the Governor in Council of Bombay shall, in the interests of the British opium revenue, desire him to adopt and enforce;

8) That he will furnish every half-year on the 1st February and 1st August to the British Political authorities of Rewa Kantha in such form as the Governor in Council of Bombay shall, after

consulting the Commissioner of Custom, Opium, etc., from time to time prescribe, accurate accounts of the opium transactions of his territory.

3. The British Government agrees that so long as the Raja of Chhota Udepur duly fulfils the foregoing covenants, the whole of the duty payable to the British Government on any opium conveyed into the territory of Chhota Udepur in accordance with the relations between the British Government and the said Chhota Udepur State as recited in the preamble to this agreement, shall be remitted, or if duty has already been paid on any such opium as if the same were to be consumed in the Presidency of Bombay, then that the whole of the amount of the duty which has been so paid shall be refunded to the Chhota Udepur State.

Provided that nothing in this agreement shall affect the ultimate right of the British Government as paramount authority, on occasion arising, to alter the rate of duty or the proportion thereof to be remitted or refunded under this clause, and that no such alteration shall release the said Chhota Udepur State from any of the covenants performable by him under this agreement.

4. And it is further agreed between the parties hereto that in this agreement the word "opium" shall have the same meaning as in the Opium Act (I of 1878) or in any other law regarding opium for the time being in force in the Presidency of Bombay.

Dated at Chhota Udepur, this twenty-third day of June 1897.

D. HORMUSJI,
Administrator, Chhota Udepur.
W. DODERET,
Political Agent, Rewa Kantha.

Similar agreements were taken from all the other Chiefs in the Rewa Kantha Agency.

No. CXXXVIII.

AGREEMENT between the BRITISH GOVERNMENT and MAHARAJ PIRTHEERAJ, RAJAH of BARRIA, his HEIRS and SUCESSORS, concluded, in MARCH 1824, by CAPTAIN A. MACDONALD on the PART of the BRITISH GOVERNMENT and by RAWUL JEEJEEBHAEE on the PART of the RAJAH of BARRIA.

ARTICLE 1.

The Rajah Pirtheeraj having agreed to pay the British Government an annual tribute for its protection, will make no delay or evasion in fulfilling his engagement.

ARTICLE 2.

The British Government, in consideration of the debts of the petty State of Barria, will accept the sum of Shalim Shaee Rs. 12,000 annually as tribute for six years, from the year Sumwut 1880 (corresponding with A.D. 1823-24) to Sumwut 1886 (corresponding with A.D. 1829-30).

ARTICLE 3.

This tribute shall be paid by instalments as follows:—

For the year Sumwut 1888 (A.D. 1823-24), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1881 (corresponding with July 1824).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1881 (or November 1824).

For the year Sumwut 1881 (A.D. 1824-25), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1882 (corresponding with July 1825).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1882 (or November 1825).

For the year Sumwut 1882 (A.D. 1825-26), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1883 (corresponding with July 1826).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1883 (corresponding with November 1826).

For the year Sumwut 1883 (A.D. 1826-27), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1884 (corresponding with July 1827).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1884 (corresponding with November 1827).

For the year Sumwut 1884 (A.D. 1827-28), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1885 (or July 1828).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1885 (or November 1828).

For the year Sumwut 1885 (A.D. 1828-29), Shalim Shaee Rs. 12,000.

First instalment, Shalim Shaee Rs. 6,000, to be paid in Assar Soodh, Sumwut 1886 (corresponding with July 1829).

Second instalment, Shalim Shaee Rs. 6,000, to be paid in Kartick Soodh, Sumwut 1886 (or November 1829).

ARTICLE 4.

After the expiration of the period above mentioned, the tribute shall be increased in proportion to the amount of the revenues.

MAHARAJ SHREE PIRTHEERAJ GUNGADASJEE, in the handwriting of RAWUL JEEJEEBHAEE. What is stated above is binding.

Rawul Shree Pirtheeraj Gungadasjee, constant servant of Sree Ram.

Confirmed by the Governor-General in Council on the 20th April 1824.

No. CXXXIX.

SIGNATURE of JEEJEEBHAEE KAMDAR.

ENGAGEMENT entered into by RAJA PIRTHEE SING, of BARRIA, and KAMDAR RAWUL JEEJEEBHAEE with CAPTAIN ALEXANDER MACDONALD on the PART of the HONOURABLE COMPANY,—1824.

I agree of my own free will to pay to the Honourable Company without failure, exclusive of the fixed tanka, the sum of Rs. 500 per mensem, or Rs. 6,000 per annum, for the maintenance of the cavalry and infantry stationed with me for the protection of the country. Besides this sum the established tanka will be regularly paid by instalments. The pay of the horse and foot, amounting to Rs. 500 per mensem, to commence from the 1st January 1824, or Sumwut 1880.

Dated 24th January 1824.

No. CXL.

No. M. 180, dated Devgad Baria, the 17th July 1891.

From—MANSINGJEE, Raja of Baria,

To—H. T. OMMANNEY, Esq., Political Agent, Rewa Kantha.

With reference to your letter No. 986, dated the 6th instant, I have the honour to inform you that, in order to meet the wishes of Government, I hereby grant, on behalf of myself and my successors, to the British Government the right to occupy and administer and to exercise full civil and criminal jurisdiction over the lands of my State, occupied and traversed or hereafter to be occupied or traversed by the Godhra-Rutlam Railway, including lands required for railway stations and other buildings, for so long as the said lands and premises shall be required for railway purposes.

It is to be understood that the authorities exercising the jurisdiction granted as aforesaid will liberally afford to the servants of my State all reasonable and practicable facilities in view to the prevention of crimes, the apprehension of criminals, the seizure of stolen property, and in view generally to the maintenance and promotion of peace and order.

No. CXLI.

ARTICLES of AGREEMENT concluded between the BRITISH GOVERNMENT and the STATE of BARIA for the remission of the tribute payble by the BARIA STATE,—1892.

Preamble.—Whereas the State of Baria is bound by a Treaty, dated 20th April 1824, to pay to the British Government a yearly tribute of Salamasi Rs. 12,000; And whereas the Raja, Maharawal Sri Mansingji, has prayed the British Government to forego the said tribute and shown cause therefor; And whereas the British Government is willing on certain conditions to accede to the Raja's prayer; the following articles are, in this view, agreed upon between Maharawal Shri Mansingji, Raja of Baria, on behalf of himself, his heirs and successors on the one part, and A. C. Logan, Esq., Political Agent, Rewa Kantha, for the time being, on behalf of the British Government on the other :—

ARTICLE 1.

Transit duties are for ever abolished throughout the Baria State, and no duties under the name of export or import, or any other designation, shall be exacted from goods which enter, pass through, and leave the State limits without any material trade transaction taking place in regard to them.

ARTICLE 2.

The road from the railway station at Linkheda to Jhalod, as far as the frontier of the Baria State, remains in charge of the British Government for maintenance and repair, and will so remain until the British Government see fit to hand it over to the Baria State.

ARTICLE 3.

The British Government will levy tolls on the road described in the preceding article in accordance with the British law regulating such levy at such rates as it shall think proper. No cess of any kind shall be levied by the Baria State on this road, and the tolls of the British authorities shall be restricted to the amount required for purposes of maintenance and repair.

ARTICLE 4.

The Baria-Asadi road, and the Baria portions of the Godhra-Dohad road, not forming part of the Jhalod-Linkheda road, as described in article 2, all of which have been hitherto maintained by the British Government, are made over to the Baria State, subject to their being maintained and repaired to the satisfaction of the Political Agent.

ARTICLE 5.

The Baria State will institute a fund to be called the Baria Public Works Fund, to which all road tolls collected throughout the State will be credited. The Baria State will also make a yearly assignment to the fund Rs. 12,500 (British currency) out of its general revenues.

ARTICLE 6.

From the aforesaid fund the State will pay annually to the British Government the amount by which the tolls levied on the Jhalod-Linkheda road, as described in article 2, fall short of the up-keep of the road within the limit of Rs. 1,500. The fund will also provide for the maintenance of the roads described in article 4.

ARTICLE 7.

The balance of the fund, after meeting the aforesaid charges, will be spent exclusively on objects beneficial to the subjects of the Baria State, such as roads, wells, tanks, revenue survey, and the construction and repair of buildings of general utility.

ARTICLE 8.

Wherever road tolls now exist or may hereafter be established in the Baria State, they will be regulated by a law in accordance with the British law on the subject of road tolls.

ARTICLE 9.

Tolls will in no case be levied in excess of the amount required for the repair of the road on which they are placed. The full rates of toll permitted by the British law will be levied only on roads which have been both metalled and bridged. For bridged roads not metalled, or for metalled roads not bridged, the tolls will not exceed one-half of those rates. No toll will be levied on roads which are neither metalled nor bridged. No second tolls will be taken on any road, the length of which is less than twenty miles. The location of the tolls and the rates to be levied at each will be notified in a manner to give them full publicity.

ARTICLE 10.

The British Government releases the Baria State from its obligation to pay tribute so long as these several conditions are observed.

ARTICLE 11.

On the same terms the Baria Tribute Fund is abolished. The Chauth, which is due from the Panch Mahals District to the Baria State and has hitherto been credited to the Tribute Fund, will be paid to the Baria State and may be credited to its general revenues.

Executed at Godhra, this 12th day of September one thousand eight hundred and ninety-two.

(Sd.) MANSINGJEE PRATHARUJJEE,
Rajah of Baria.

(Sd.) A. C. LOGAN,
Political Agent.

Approved and confirmed by His Excellency the Viceroy and Governor-General of India.

SIMLA,
The 24th October 1892.

(Sd. H. M. DURAND,
Secretary to the Government of India,
Foreign Department.

No. CXLII.

ENGAGEMENT of protection from the BRITISH GOVERNMENT given to the CHIEF of LOONAWARA by MAJOR ALEXANDER WALKER, RESIDENT at BARODA, under date the 27th September 1803.

This is to certify that the Rana Pertab Sing, Chief of Loonawara, having applied for the Honourable Company's protection, and having, by the friendly intercourse of letters, declared that all his means shall be employed to promote the destruction of Kanoojee, I have at his request, and in consideration of the above circumstances, granted to him this writting, which will entitle him to the friendship of the English and of their ally Anund Rao Gaikwar.

Should the English troops, in prosecution of the war against Kanoojee, enter the territories of the Rajah of Loonawara, they will refrain from doing the inhabitants any injury or molestation; on the contrary, they may be assured of protection, the Rajah on his part ordering his subjects to furnish provisions and whatever may be required, which will be punctually paid for according to the custom and good faith of the English.

This writting is on the opposite side translated into Marhattee, that the officers of the Gaikwar Sircar may also extend their friendship to the Rana Pertab Sing.

(Sd.) A. WALKER,
Done at Baroda, 17th September 1803. *Resident at Baroda.*

Approved by the Governor in Council of Bombay on 5th October 1803.

No. CXLIII.

TREATY concluded with the RAJA of LOONAWARA—1803.

In virtue of the authority which has been vested in Colonel John Murray, commanding the British forces in Guzerat Attaveessee, and districts conquered from Dowlut Rao Sindia, to ratify and conclude a Treaty of amity with me, on the basis of friendship, and on those terms of reciprocal benefit which had been previously acceded to on my part, and recommended in my behalf by Colonel Murray during his continuance in the Loonawara district, and anxious to profit by the friendly protection which the Honourable Company Bahadoor has been graciously pleased to extend towards me, I do, of my free-will, and in conformity to the terms previously agreed to, hereby enter into or confirm the following conditions, namely :—

ARTICLE 1.

First, as tributary to the Honourable Company Bahadoor, I hereby engage, in consequence of their gracious concession, in my behalf, of the tribute hitherto usually paid by me to the late government of Dowlut Rao Sindia, to maintain, at my own expense, devoid of every claim to remuneration from the government of the Honourable Company Bahadoor, a military force for the defence of my territories, the services of which shall be at their command, in repelling every attempt hostile to their interests, by an invasion of the Guzerat through my districts; and I hereby engage to relinquish all claim to indemnification for any injury myself or subjects may sustain, in our persons or property, by these efforts against the common enemy, considering, on all occasions, the enemies of the English as my own, and pledging myself to defend my country against them to the last extremity; further engaging to give such token of allegiance as His Excellency the Governor-General may be pleased to require.

ARTICLE 2.

Secondly, I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for their services from the government, as far as relates to them or those in their service; but with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give the merchants.

(Sd.) J. MURRAY, *Colonel.*

Concluded, Camp Loonawara, November 14th, 1803.

No. CXLIV.

Translation of an Agreement passed by the Rana of Loonawara to the Gaikwar Government.

I, Rana Futteh Sing, of the talooka of Loonawara, do of my own free-will admit that whenever the army of the Sircar came into these parts, the ghasdana and khirajat used to be discharged according to the running account. My villages were in this way distressed and the population decreased. Therefore, as the Sircar's army having been to Kattywar has made an equitable perpetual settlement according to the amount of former payments, I, in like manner, for my own tranquillity, have passed a writing in which the sums due for ghasdana and khirajat are included in one item. A separate bond for ten years on this subject has been passed to the Sircar. According to the condition of it I will send a Kamdar every year to Baroda and discharge the amount. There shall be no deviation from this agreement. I, my sons, and their descendants from generation to generation, as many as shall manage Loonawara, will for ever abide by the above written agreement. A separate perpetual security bond has been passed which is to be abided by. There is to be no deviation from this. If a deviation should take place, I am an offender against the Sircar. This writing is true.

Sumwut 1869, Cheiter Soodh 14th.

Rana Futteh Singjee.

Signed by the hand of Mehta Nana Icharam.

Translation of a Bond passed by Jusoo Phooljee Bhaut, of Moonda, to the Guikwar Government.

I, of my own free-will, pass this agreement to the Sircar on the subject of the ghasdana and khirajat of Futteh Singjee, Rana of the talooka of Loonawara, from Sumwut 1868, for ten years, *viz.*, the ghasdana and khirajat together are fixed at Rupees 7,001 for one year. The kistbundi has also been settled, and according to this I will every year settle at Baroda, and will pay the money according to the kistbundi. If by the will of God the payments shall be made four days sooner or later, interest shall be given at the rate of 1 per cent. per month.

Particulars of the kistbundi.

1st kist to be paid on 2nd Margseer Sood ... } Rupees 7,001.
2nd do. do. 2nd Maha Sood ... }

According to this arrangement the money will be paid year by year. I will pay it regularly for ten years. If the periods of payment be extended, interest to be paid as above mentioned, and if a Mohsul come from the

Sircar, mohsulee and khurch and the pay of a kossid to be discharged. This writing is true.

(Sd.) BHAUT JUSOO PHOOLJEE.

Summut 1874, Cheiter Soodh 14th.

The above written is true.

No. CXLV.

AGREEMENT concluded with MAN SING PATUNKUR, dated the 10th August 1819.

As Man Sing Patunkur has repeatedly and earnestly entreated the aid of the British Government to effect a just settlement of his tributary claims from the petty States of Soanth, Rampoora, and Loonawara, in consideration of the friendly relation subsisting between the British Government and the Maharajah Dowlut Rao Sindia, and with a view to the preservation of peace and tranquillity, and the restoration to good order and eventual prosperity of the principalities of Soanth and Loonawara, both of which have been and are still so distracted by intestine commotions, and so harassed by foreign troops as to be in danger of utter desolation, Brigadier-General Sir John Malcolm offers to the consideration of Man Sing Patunkur the following conditions, assuring him that upon these terms only will the interference of the British Government be exerted in his behalf:—

ARTICLE 1.

The British Government will guarantee to Man Sing Rao Patunkur, as long as he is authorized by his Prince Dowlut Rao Sindia to receive it, his annual tribute from the States of Soanth and Loonawara, amounting to Babashaee Rupees 19,000 per annum, of which sum the State of Soanth pays Babashaee Rupees 7,000, that of Loonawara Babashaee Rupees 12,000. This tribute will commence with the year Vikrumajeet 1876, or A.D. 1819-20. This tribute, the total sum of which is Rupees 19,000, shall be paid in two instalments, *viz.*, in Magh Soodh Poorun Masee, corresponding with December A.D. 1819, Rupees 9,500, and in Jesth Soodh Poorum Masee, corresponding with April 1820, Rupees 9,500. The British Government will also guarantee to Man Sing Rao Patunkur his arrears of tribute for the year 1875, or A.D. 1818-19, from the above-mentioned State of Loonawara, amounting to Rupees 700, if, on enquiry, the demand prove just. This arrear to be paid by instalments, of which the dates will be fixed hereafter. The period of liquidation not, however, to exceed two years.

ARTICLE 2.

Man Sing Rao Patunkur must immediately withdraw all his troops of every description, as well as all his Karkoons and officers, from these States, and on no account, for the future, exert any interference, either directly or indirectly, with the affairs or with the government of Soanth and Loonawara.

ARTICLE 3.

Man Sing Patunkur must relinquish, in favour of the Rajahs of Soanth and Loonawara, all claims to the villages he now demands, *viz.*, 70 from Loonawara and 42 from Soanth, which villages, it is acknowledged, have been forty years in their possession.

The above Articles have been agreed upon and settled this 10th day of August 1819.

No. CXLVI.

TRANSLATION of a WRITING from the CHIEFTAIN of BALASINORE to the COLLECTOR of KAIRA, dated 30th August 1820.

The Sircar has been pleased to furnish me with copies of the Opium Regulations, *viz.*, Regulation I, 1818, and Regulation II, 1820. According to these enactments, I shall in my villages regulate the opium. Should any person, however, in breach of the Honourable Company's Regulations, import opium, I consent that any one on the part of the Honourable Company may seize the same in my talooka.

I shall make the Honourable Company's Regulations known to my ryots, and take care that they are respected.

Besides as to the opium required for the internal consumption of my country, the people of my talukas shall bring it from such depôt as the Sircar may prescribe, and sell it by retail, according to such rules as may be in force in the Honourable Company's districts.

(Sd.) by WUZOO MOOZMOOADAR,
on the part of BABEE ABAD KHAN SULABUT KHAN.

No. CXLVII.

ADOPTION SANAD GRANTED TO THE NAWAB OF BALASINOR,—1890.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the government of your State which may be legitimate according to Muhammadan law will be upheld.

Be assured that nothing shall disturb the engagement thus made to you so long as your House is loyal to the Crown and faithful to the conditions of

the treaties, grants or engagements which record its obligations to the British Government.

SIMLA, (Sd.) LANSDOWNE,
The 23rd June 1890. *Viceroy and Governor-General of India.*

No. CXLVIII.

TREATY concluded with the RAJAH OF SOANTH, dated the 15th December 1803.

Trusting and believing in Providence—

I hereby declare that, desirous to embrace the very amicable offer made to me by Colonel Murray, Commanding the British forces in the Guzerat Attaveesee, and conquered districts, on behalf of the Honourable Company Bahadoor, and to cement the friendship which at present so happily exists between me and the Honourable Company's government, I have, in testimony thereof, of my free-will and consent, entered into the following engagement with the Honourable Company Bahadoor, under whose protection it has pleased the Almighty to place me :—

ARTICLE 1.

As tributary to Powagur and the Honourable Company Bahadoor, I hereby engage to continue the payment of the same annual tribute as it has been usual for me to pay to the late government of Dowlut Rao Sindia (namely, Rupees 2,700); but should it please the Honourable Company's government graciously to release me in future from the payment of the aforesaid tribute, then I engage to present them annually with such nuzzerana in token of my allegiance as they may be pleased to direct, which shall be in lieu of all other sums whatsoever ; and as long as I continue faithfully to adhere to the interests of the Honourable Company, this concession of the tribute to be paid by me, if acceded to by His Excellency the Governor-General in Council, shall not be liable to be revoked.

ARTICLE 2.

I engage, on every occasion, to consider the enemies of the English as my own, and to the last extremity to defend my country, and oppose every attempt of a hostile nature which may be made by a foreign power for the passage of troops through my districts, and relinquish all claim to indemnification for any losses myself or subjects may suffer on the occasion.

ARTICLE 3.

On all occasions when my country is threatened by a foreign force, either on account of my attachment to the British Government, or by people my

enemies, I shall receive assistance from the Honourable Company's government to enable me to resist the enemy; unless it should appear the invasion is intended merely to punish insubordinate subjects of mine, who may have violated my neighbours' boundaries, when I agree to adopt such measures as may satisfy the aggrieved.

ARTICLE 4.

I engage, on all occasions, to be answerable for the safety of the property and persons of the British Government, its servants and subjects, wherever they may be, now or hereafter, in my districts, and relinquish all claim to remuneration for these services from the government, as far as relates to them or those in their service. But with respect to their subjects, I reserve the right of taxing merchandize and exacting payment, according to ancient custom, for the protection which I hereby engage to give to the merchants.

(Sd.) J. MURRAY, *Colonel.*

Concluded, Camp Kaliban, December 15th, 1803.

No. CXLIX.

TRANSLATION of a FA'EL ZAMIN BOND by COOVERA WUSSAWA, of the SUKHBARRA PERGUNNAH, with MAHARANAH VEERASAL, RAJAH of RAJPIPLA, on the part of himself and other villages of the above pergunnah subject to his authority, &c., &c., his brethren, all those who reside within the limits of his pergunnah DHAROLA (or those who bear any kind of arms), ryots and all who reside in the district of SUKHBARRA, of his own free-will, dated the 9th of Maha Soodh, Sumwut 1878, corresponding with the 31st of January 1822.

ARTICLE 1.

I myself, my brethren, and all who reside in the villages of my pergunnah, will continue to reside in them, and remain in obedience to the orders of the Sircar, the same as ryots.

ARTICLE 2.

An exemption was anciently made from paying revenue from my pergunnah Sukhbarra, but the ancient veera (or taxes), dund furozee (or fines levied from criminals), &c., &c., and other levies, small or great, formerly paid to the Sircar, I will now pay. The customs of the pergunnah of Sukhbarra belong to the Sircar, and will be collected by its thannadar.

ARTICLE 3.

I will always obey the thannas which are now placed by the Sircar, and if any other thannas may in future remain or be sent, I will always pay obedience to the orders they may give me.

ARTICLE 4.

If I have become possessed of any village or land by force, or unjustly, I will restore it by the order of the Sircar. In future, I will not take possession of any village or land by force; but if any one is willing to give land to me, having informed the Sircar that such is the case and having obtained its order, I will take it.

ARTICLE 5.

Whatever I justly owe, or whatever is justly owed to me, or whatever just right I may possess, whatever boundary dispute may arise relating to me, whatever claim I may have in the territories of the Honourable Company, in those of the Guikwar government, in those of the Rajpeepla government, or in any other districts, wherever they may be, I will make the same known to the Sircar, and will agree to whatever settlement it may make, and take accordingly. I will not distress the Patell or ryots of any village purbhara (or directly), nor take more than may be fixed by the Sircar, nor occasion any additional expense to any village beyond that fixed by the Sircar.

ARTICLE 6.

If from this time any robbery shall be made in any village, or any injury be offered to ryots, merchants, or travellers, and it is proved I am concerned or in fault, I will give a satisfactory answer to the Sircar.

ARTICLE 7.

I will seize any refractory persons, robbers, Bharwutteas, who may go out with a gang with the intention of committing depredations, plundering on the highway, or to commit thansa, who may enter any place situated within my boundaries. If they are too strong for me, I will without delay give the necessary information to the Sircar, and having obtained the assistance of the Sircar, will seize them. I will not join any robbers or Bharwutteas, neither will I give them a hookah or water, nor allow any one to do so. I will not give them a resting place, or food, nor allow any one else to do so.

ARTICLE 8.

If any new persons, either a relation or a Purdeesee (or a person belonging to any place situated out of his own territory), may come to reside in my village, having taken security from him, I will allow him to take up his residence. If any fault shall be proved against him, I will produce him before the Sircar. If it is proved that I secretly allow any person to remain, I will give an answer to the Sircar.

ARTICLE 9.

I will not entertain in my service any Purdeesee (foreign) Sebundy, either horse or foot. If it shall be discovered that I do so, I will give an answer, and will agree to whatever punishment the Sircar may impose upon me.

In conformity with the above-written nine Articles which I have given, I will continue to act; if in any respect a difference occurs, I will give an answer, together with the expense of *Roz Mohsullee*, and whatever punishment it may please the Sircar to inflict, I will consent to. Besides the above, I will act in conformity to whatever orders may be issued by the Sircar, for which Mylo Wussawa, of the village of Roomalpooroo, and Katreea Wussawa, of the village of Sumcaree, are my perpetual Fa'el Zamin security; they will observe this themselves, and make me do so. Cano Fuqueero Wussawa, of the village of Vuraduvous, in the Baroach pergunnah, and Manglo Wussawa, of the village of Duroopulee, in the Sukhbarra pergunnah, are arr-zamin (or counter-security).

Declaration made by the persons who have become counter-security.

We, of our own free-will, become arr-zamin, that, in conformity with what is written above, we will give an answer, or cause one to be given, year by year, always as long as the authority of the Honourable Company, that of the Guikwar Sircar, that of the Raj Sircar, &c., &c., shall continue to exist.

(Sd.) WUSSAWA COORJEE OMUD + his mark,

„ WUSSAWA MYLO POONJA + his mark,

„ WUSSAWA CATREE HUDUA + his mark,

„ WUSSAWA CANO FUQUEERO + his mark,

„ WUSSAWA MONGLO DEEVALUC + his mark,
Arr-zamin.

TRANSLATION of an AGREEMENT entered into by COOVEEREEA WUSSAWA with J. P. WILLOUGHBY, ESQ., renouncing all claim to the GHOONWALEE KHOONTEE on condition of receiving a pecuniary commutation from the GUIKWAR GOVERNMENT for the sum of Rupees one thousand per annum, dated Sumwut 1881, Cheiter Vud the 5th, corresponding with the 8th of April 1825.

I will never commit any depredation or dispute in the territories belonging to the Honourable Company, to the Guikwar, to Rajpeepla, or in any other talook (district), but will pursue a peaceable mode of life. On this

point I formerly gave a writing to government with security for my good behaviour, which still continues in force. The Guikwar authorities at present collect the Khoontee of Ghoonwalee at Soonghur, the half of which belongs to me. I intrusted the settlement of this claim to government, promising to abide by its decision respecting it. Upon this government in its beneficence have agreed to obtain from the Guikwar government Rupees (1,000) one thousand per annum, in commutation of my half share of the Khoontee in question. To this settlement, of my own free-will and pleasure, I agree: from this time I will not make any dispute or depredation in the territories of the Honourable Company, the Guikwar, Rajpeepla, or any other district, but will live quietly, performing service according to the orders of Government; if any infraction of this agreement arises, I shall be an offender against government, and if for my offence government should confiscate my wuttun (entire estate) and Geeras, I relinquish my claim to the same. I agree to this stipulation for the satisfaction of government, and for my acting in conformity to this engagement, and pursuing a peaceable course of life, the securities given to my former engagement are in force. They will cause me to answer for myself or give an answer for me.

(Sd.) WUSSAWA COOVEEREA OMED.

Witness:

(Sd.) ABDULLA KHAN BULLOCHE, *Jemadar.*

No. CL.

TRANSLATION of a FA'EL ZAMIN Bond taken by J. P. WILLOUGHBY, ESQ., for the GUIKWAR GOVERNMENT, from BAJEE DAIMEE, VAJAO DAIMEE, MEWASSEES of TILLUCKWARRA, including their families, relations, and dependants, dated the 14th of Falgoon Soodh, Sumwut 1881, corresponding with the 18th March 1825.

In consequence of our improper conduct coming to the notice of government, a force was equipped against us, which inflicted punishment upon us. Now, through the beneficence of government, we have been directed to reinhabit our villages, and to conduct ourselves properly for the future according to the orders of government, after the manner of ryots. Agreeing to this order, we, of our free will and pleasure, and in our right senses, subscribe to the under-mentioned Articles of agreement:—

ARTICLE 1.

We will reside in the country belonging to the government after the manner of ryots, and transact our business in an equitable way. We will not commit any depredations, or make any dispute with any one residing in the districts of the Guikwar government, of the Honourable Company, o

Rajpeepla, Chota Oudeypore, Gurh, or any other talookdar; we will act in obedience to the instructions of the thannas of government which at present exist, or may in future exist.

ARTICLE 2.

We will pay whatever revenue is due on account of the villages of Tilluckwarra belonging to government, and will pay according to the custom of the district the levies put upon Oopurwureea land, besides salamee and babtees according to annual custom.

ARTICLE 3.

We have given to Mr. Willoughby a written paper giving an account of our just rights, lands, and claims upon persons residing in the districts of the Guikwar government and Rajpeepla. In whatever manner government may arrange such of these as on enquiry shall appear to be just, we will agree to the same, for ourselves and posterity from generation to generation; according to this settlement we will abide, and receive whatever government may choose to give us.

ARTICLE 4.

In several villages we have lent money and taken writings for Geeras in lieu thereof; we admit that we have no claim for the Geeras in question, and we will agree to whatever arrangement government may make for the repayment of such sums we have lent as on enquiry may be found to be just. From this time we will not make any dispute on this subject with the inhabitants of the villages in question. In future, if any dispute arises with any one regarding money transactions, we will petition the government, and act according to its order respecting the same; we will not directly make any dispute in future with the inhabitants of the villages, and not take more than that awarded to us by the government arrangement, nor will we cause expense to fall upon any village ourselves direct.

ARTICLE 5.

We will restore whatever villages and lands, situated in the districts of government or in those of the talookdars, we may be found to have unjustly possessed ourselves of, when government gives an order to that effect. In future, we will not, without the permission of government, either take on mortgage, buy, or receive as a gift, villages, lands, Pusaeta, or Geeras from any one.

ARTICLE 6.

We will not associate with rebels and disturbers of the public peace of the districts of the Guikwar and the Honourable Company, of Rajpeepla and the other talookdars; we will not afford them an asylum, or permit any one to harbour them in our villages, or give them food, or allow any one to do so. If we are able, we will seize and deliver them over to the custody of government. If it is proved that we do associate with any person of the

above description, we will become answerable for the claims upon him, and for a fine for doing so; if any robber is traced to our villages, we will carry on the trace to the next village, and establish the same upon it, otherwise we will produce the criminal and restore the property stolen.

ARTICLE 7.

To satisfy government for the due performance of the above-written Articles, Bajee Daimee agrees to reside at Baroda for a period of five years from this date, living upon his own means; if it appears to the satisfaction of government, in the course of five years, that we act in conformity to the above-written agreement, and no infringement of the same occurs, then whatever orders government may issue regarding releasing the hostage will be obeyed by us. In conformity to this writing he will remain as a hostage.

In this manner seven Articles of agreement have been written. If any infraction of the same takes place from this time, whatever punishment government may award we will agree to. For this agreement our Wutun (estate) and Geeras is security; Rowjee Bawa Gymul Sing Bharote, inhabitant of the village of Tanjoolja, of the Baroda pergunnah, is perpetual security both for our good behaviour, according to what is written above, and for our personal appearance; and Rana Abeh Sing, of the Cusbah of Ahmood, and Rhatore Saheb Khan, of Veejeria, are counter-securities for the same. In conformity with what is written above they will act and cause us to act; they will be answerable for claims upon us, and cause us also to be so.

(Sd.) for BAJEE DAIMEE

by the MEHTA of the Thakoor of AHMOOD.

(Sd.) VEEJOO ditto.

„ ROWJEE BHAROTE.

„ RANA ABEH SING

by his karbaree MEHTA HURRY RAM DYARAM and

RANA KEESREE SING SUJAN SING.

(Sd.) SAHEB KHAN,
Thakoor of Veejeria.

No. CLI.

TRANSLATION of a MEMORANDUM from the GUIKWAR GOVERNMENT, being arrangements for the SETTLEMENT of the MEWASSEES of the REWA KANTA; without date.

I. The following is the list of the Mewassee zemindars in the districts:—

1. The pergunnah of Sinore contains Shanore and the three Mandwa towns, Mandwa, Nundurria, and half the town of Chanode.

2. The pergunnah of Sanckaira, Naswary, having twelve towns and four villages dependant, and Augur, consisting of Augur and Seesana.

3. The pergunnah of Tilluckwarra, containing nine towns, as shown in the Statement of the Kamavisdars Wujureea Oochad, Chureyswar, Pulsani, Para, Beelooria, Nullia, Balodra, Seeral.

4. The pergunnah of Sowley. No statement has been sent by the Kamavisdar of this district of the zemindars or Mewassee villages ; therefore, when the return shall be made, the zemindar and Mewassee villages therein shall be included in the arrangements, to be controlled in conformity to the five following Articles.

5. The ten Geerasia villages termed Dus Gaum.

For the above-mentioned villages belonging to Mewassee zemindars, or if on enquiry others should be found which have been overlooked, that is to say, for all villages that from any distant period have paid fixed revenues through the zemindars, the following Articles are agreed to for the investigation of their rights and their better government—

ARTICLE 1.

In whatever town shall be found Tulput and Waanta lands, and from any remote period the fixed revenue has been paid through the medium of the zemindar, it is to be understood that, from the circumstance of there being Tulput land, the town belongs to government.

ARTICLE 2.

If in any town Tulput land shall be found which the zemindars have united from any remote period with Waanta lands, and the revenues for past generations have been paid in one sum, such towns are to remain in possession of the Mewassees, and the settlement of future revenue to be made in the present investigations.

ARTICLE 3.

In such towns as have been let on farms by kamavisdars to zemindars, and retained by them without their having any just right to the same, and the fixed revenues paid by the zemindars as fixed by the kamavisdars, such towns are not to belong to the Geerasias, but to government.

ARTICLE 4.

If any town has been from a very remote period in possession of a zemindar, and such town held by his ancestors or other Geerasias, then, in consequence of such long possession, he shall be confirmed therein, and the settlement of the future revenue to be made in the present investigation.

ARTICLE 5.

If in any town the zemindar shall possess Waanta lands, and hold also Tulput lands by grants of forty or fifty years' standing, or by grants from former governments, by the production of such grants the town shall remain

in possession of the Mewassee, and the settlement of future revenue to be made in the present investigation.

In this manner is the revenue of the Mewassee zemindars to be adjusted, but the half of Chanode now consigned by government to the charge of a kamavisdar is to remain as at present.

In settling the revenue from the Mewassee villages, an average of the last ten years, including khurajat, babtees, &c., must be fixed for a perpetual tribute, but in forming the ten years' average, no year of famine or invasion must be reckoned, for, if they be, it cannot be expected that in future years of calamity a reduction can be consented to; in this manner the agent is to make the settlement in communication with government.

When any zemindar is completely impoverished, then, in communication with government, a five years' agreement is to be made with him, commencing with smaller payments suited to his means until the fifth year, when the lawful tribute is to be paid.

If, however, any zemindar is so situated as that his affairs cannot be comprehended under either of the above provisions, then the agent, in communication with government, shall make the best arrangements that circumstances will admit, for a fixed perpetual revenue for the future.

The following is the manner in which, in conformity to the settlement, the Mewassee zemindars of the several pergunnahs shall yearly give security to the kamavisdars of the same to pay the revenue without any reduction:—

1st.—The Thakore towns belonging to respectable zemindars, Wujeery, Sinore, Mandwa, Augur, Nuswary, Palsone, and Dus Gaum, total seven towns, and any other place held by any respectable Thakore, shall pay revenue as fixed by the present settlement through the medium of the Resident, year by year, to the kamavisdar.

2nd.—The smaller Mewassee villages must pay their revenue as fixed by the present settlements to the kamavisdar, and if any one delay payments, the kamavisdar is to make it known to the agent and raise the money in communication with him.

2. The following are the Articles of arrangements to be entered into with the Mewassees:—

A. Whatever claim the zemindars may have on their respective villages* under the several heads of Geeras or Waanta or Dahu or Protection Money (Rukkapa), shall continue to be paid by government as they are now established; they shall not be added to, and if any old or frivolous claims are advanced, if they are founded on precedents within the last years, they are to be admitted for investigation, and the agent giving them due examination shall decide upon them; but if the claim be of anterior date to ten years, government is not to be required to answer them, and in whatever village the zemindar receives protection money, he is to protect it, and if the village sustain injury he is to make good the loss according to the local customs in such cases.

B. Arrangements for the protection of the villages in the districts from Mewassee Geerassias.

*For further measures taken for the protection of these guaranteed rights, see Baroda, Volume VIII.

a. No Mewassee zemindar shall afford protection to plunderers or robbers, and if thieves belonging to any zemindar's village commit depredations or outrages in the districts, and loss be thereby sustained, then the zemindar guilty of having sheltered them shall make good the losses so sustained agreeable to the custom of the country, unless he can prove that the thieves have passed on beyond his lands; if he cannot do this he must make good the loss.

b. The sums at present paid under the denomination of Geeras are to be continued at the present rates; no extortion or violence to be practised on the ryots on that account, and reparation will be enforced for injuries if any injury be done to the ryots.

c. In whatever towns belonging to zemindars any Geerasias may have fixed their residence, it is optional with them to remain and enjoy their rights at present enjoyed, such as Geeras, Ranwutteea, Weechan, and Posita, but they are not under these pretexts to advance additional demands or give vexation or alarm to the villages; and if any injury be done by them to any village, the zemindar who protects them will be compelled to make good the same and to deliver up the persons of the offenders.

d. The Mewassee Geerasias having hitherto been constantly in the practice of carrying on private wars one with another, this is to be discontinued, and the injuries to the peaceable villages consequent on such hostilities are not to be allowed; no infringement of public peace will be permitted to pass with impunity.

e. If people of disorderly habits belonging to zemindars' villages enter peaceable villages for purposes of depredation and any affray ensue, and any of the offenders fall, the villagers are not answerable for what is done in self-defence, and no compensation to be demanded from them.

f. The zemindars in their respective villages are independent to entertain or discharge Rajpoot Koolies or others, or give them Posita lands or monthly pay, or to invite settlers into their villages; but if they discharge people of disorderly habits, their being let loose on the country may be injurious to the peaceable districts; such people, therefore, previous to being discharged, are to be bound over under double security to good behaviour, and in case of this being omitted, and their committing depredations, the zemindar, through whose neglect this befalls, will be made answerable for the consequences.

3. The limits of the several towns in the districts as now received are to be continued, and if at any time or in any place there should be boundary disputes betwixt the zemindar and government villages, the claims on both sides are to be made known to the Agent, who will settle them after careful examination; but if they can by mutual arbitration of Punchayet settle the dispute amicably, there will be no necessity for his interference in matters of this kind. No injury or oppression is to be allowed against the government villages, and if it shall appear that the zemindars have in any case encroached or appropriated lands belonging to government villages during the last five or ten years, the encroachments are not to be permitted, and claims or complaints are to be adjusted by the Agent.

4. The zemindars shall continue in undisturbed possession of the Waanta rights they at present enjoy in government districts, nor suffer any

molestation on account of counter-claims of Tulput, etc., but whatever villages pay Waanta are to pay the same to the customary amount only, for lands actually under the plough, and fees due to government from lands of that tenure are to be paid as heretofore, and on all Waanta lands, whatever has been hitherto paid by the cultivating tenants respectively shall continue to be paid and no increase permitted; and in case of Geerasias incurring debts to inhabitants of government villages, or zemindars dependent on government, or merchants or others, and for the settlement of the same, or as compensation for public offences, shall assign their rights of Waanta or the produce of Waanta or Geeras, such shall be confirmed and no opposition offered to the arrangement. Precedents of former customs to be received as law, and if, on the other hand, government Kamavisdars or villagers have encroached on lands belonging to zemindars within the last ten years, on their showing proofs of the same, the agent in communication with government, is to restore the same; and if, in the manner above described any zemindars shall have assigned over Geeras or Waanta rights to government ryots, and cause molestation to the present possessors, the agent is to examine into and decide on the claim.

5. The zemindars in their respective villages hold the government over the population of the same, but if they are found guilty of oppression or injustice to respectable persons or Soucars or Brahmins, the same agreeable to custom is subject to investigation and to be settled.

6. Whenever the royal retinue of this government proceeds for religious ceremonies to the banks of the Nerbudda, the customary tribute (nuzerana) and preparations are to be expected from the zemindars, but if any are impoverished, government will take it into consideration and demand less.

7. The zemindars are not in future to be allowed to obtain lands without approbation of government under the different denominations of Weechan or Posita or any other term: the Mewassee Geerasias are a turbulent race, and their increase is to be deprecated; this is to be made known on the part of government to the villages.

8. The zemindars are independent in their several villages, respecting Brahmins, Bhats, and other religious mendicants as to their Posita or alms to give or withhold the same, but they are not to deprive them of any ancient possession bestowed for charitable purposes.

9. Sundry Brahmins and other traders in Chanode are wont to send wood-cutters to the hills to cut timber, which is brought down the Nerbudda in rafts; on this timber the Mewassees are to levy no more than the customary duties, for if additional duties were put on, the timber could not be brought, and injury would accrue to this government; therefore the Mewassee zemindars are to be warned on this head.

10. The jummabundee dues levied every alternate year by the Rewa Kanta Moolookgeree, including Khurajat Babtees (extra levies) of every description, are to be fixed in perpetuity upon those by whom they have hitherto been paid. Respecting these, written proofs shall be separately furnished.

11. If any Mewassee zemindar, being without offspring, wishes to adopt a child as his heir, he may do so according to law established, paying

the customary fees to government, and when any zemindar dies, his heir, near or remote in relationship, may succeed, as has hitherto been the custom, the same being duly made known to government.

12. The district of the pergunnah of Sowlee is given to Meer Umeenul Deen Hossain Khan as his jaghire for his Risallah, and the pergunnah of Tilluckwara to Ram Rao Anajee as his jaghire for his Pagah, both districts being thus assigned to special purposes by government in Doomala; in case the jaghiredars may show the wish to exchange their districts in consequence of the arrangements, etc., with the Mewassees being in future to be transacted through the Agent, this will not be attended to: the respectable zemindars are to pay their tribute through the Resident to these jaghiredars, and the inferior Mewassee villages to pay theirs as already provided for.

No. CLII.

TRANSLATION of a FA'EL ZAMIN or SECURITY BOND for good behaviour entered into with the SIRCAR ALIJAH BAHADOOR (GOVERNMENT of DOWLUT RAO SCINDIA) through the mediation of J. P. WILLOUGHBY, ESQ., POLITICAL AGENT on the part of the BRITISH GOVERNMENT in the province of REWA KANTA and the ZILLAH of POWAGURH, BY THAKOOR KESREE SING ABEH SING and his son DEEP SING, PROPRIETORS of the MEWASSEE VILLAGE of KUNJEREE, of the HALLOLE PERGUNNAH, dated 8th Maha Soodh, Sumwut 1882, 15th February 1826.

We, of our free will and in perfect possession of our faculties, have entered into a bond with the Sircar, containing the under-mentioned Articles of Agreement, the same being binding in perpetuity on ourselves, our brethren and relations, on all inhabitants or persons bearing arms, residing within the jampla or gates of the village or villages belonging to us, or outside in its (or their) suburbs usually designated Mowada, Wara or Was, to wit:—

ARTICLE 1.

We will conduct ourselves as peaceable ryots, observing respect to the (Umul) authority of the Sircar (government) which has hitherto been established over the above-mentioned village or villages, or lands under our management, and paying implicit obedience to its (the government's) orders. Whatever settlement the Saheb (or Agent) may make of the jummabundee, babtees, ghasdana, or other just claims hitherto paid by us to the government, we will agree to the same, and in conformity thereto pay the amount year by year. We will, moreover, pay annually whatever Dhan (taxes) it may have been the ancient custom to levy on Oopurwuria land (situated in other villages) cultivated by us, or any Salamee which may be due upon our Waanta or other lands. We will also pay (huckdaron huck) the rights of individuals according to ancient custom.

ARTICLE 2.

We will reside in the country belonging to the government after the manner of ryots, carrying on each his own proper trade or occupation and cultivating the soil. We will not live in enmity, or enter into any dispute, or commit any breach of the peace with any one residing in the districts belonging to government, to any talookdar or zemindar; neither will we quarrel nor make disputes with one another. We will pay implicit obedience to the orders we may receive from those Thanas (detachments of troops) of government which are at present or may hereafter be established.

ARTICLE 3.

We will furnish to the Agent a detailed account of all our just and ancient rights, Geeras, Waanta, Dhan, and Rukhoopa dues, as well as of any claims we may possess upon any person or persons residing in the districts belonging to government, to any talookdar, or zemindar, specifying the place or places from whence they may be due. We stipulate for ourselves and brethren and descendants in perpetuity to abide by whatever settlement the Agent may make of such of these as on investigation may appear to be founded on equity; whatever proportion (of these rights) the Government may grant to us we will thankfully receive. If at any time a boundary dispute shall arise between us and any one, we will make the same known to the Agent, and abide by any settlement of the same which to him may seem good and equitable.

ARTICLE 4.

If we have obtained possession of any village or land or Geeras by advancing money on loan, we will abide by any settlement which the government may prescribe for the liquidation of such portion of such debt as on inquiry may be found to be justly due. We renounce all claim to such villages, lands or Geeras, and will not enter into any direct discussion or dispute with their inhabitants or proprietors. If any dispute shall hereafter arise in our dealings and transactions with any one, we will make government acquainted with the same, and consent to abide by whatever settlement it may mediate. We will not enter into any direct disputes with the villagers, nor demand more from them than the award of government neither will we cause any extra expense to fall on any village.

ARTICLE 5.

If it should be made known to government that we have unjustly possessed ourselves of, or forcibly occupied, any village or land, we stipulate to make restitution of the same on receiving directions to that effect. In future we will not possess ourselves of or receive any written deeds making over to us by sale, by mortgage, or by gift, any village or land or Posita or Geeras without obtaining the previous sanction of government.

ARTICLE 6.

We will not associate with criminals (Apradee) or outlaws (Bharwutteas) from any of the districts belonging to the government, or to any talookdar, or zemindar; we will not afford an asylum to any robber or disturber of the

public peace, nor will we permit any one belonging to our village or villages to do so. We will neither ourselves give them food or a resting-place, nor allow any one to do so. If perchance any persons of this description fall into our power, we will seize and deliver them over to the custody of government. If we are proved to hold intercourse with them, we hold ourselves responsible for their persons and crimes, and liable to such fines as may be imposed on us. If thieves be traced into our villages or within our boundaries, we will carry on the trace to another village and establish the theft on it; otherwise we will produce the thieves and cause restitution of the property stolen to be made. We will neither associate with thieves nor ourselves commit theft. If any robbery or misdemeanour committed by any other village comes to our knowledge, we will immediately inform government of the same, or on failure of doing so, answer for the omission and be subjected to a fine. If perchance any one belonging to our villages proceed (with the intention to commit theft or any other crime) to any village belonging to government, to any talookdar, or zemindar, we will answer for the same; and should he be caught in the act and happen to be slain, we renounce the claim called Runwutteea (blood-money) on that village, and will neither ourselves make it nor permit any one to do so.

ARTICLE 7.

Should the Geeras, Runwutteea, Wuchan, or Posita rights of any Geerasia, who may be now residing or may hereafter come to reside in our villages be interfered with, or prohibited by any one, we will represent his case to the government, and prevent his making any direct disturbance on the subject. If we fail to do so and any injury ensues, we hold ourselves responsible for the same, or to deliver up the Geerasia offending into the hands of government. We will also make such arrangements with all Rajpoots and Koolees who are now or may hereafter be in our employ as will prevent them making any disturbance in any place, under pretence of any claims they may have on us, so long as they may continue in and after their discharge from our service, otherwise we will be responsible for the consequences.

ARTICLE 8.

Should we have appropriated any of our hereditary lands, or property, or coparcener's share, Geeras, Waanta, or Posita rights, either in liquidation of debts in Runwutteea or by free gift, we promise not to resume such (assigned) without previously coming to a fair settlement of that debt, or making a fair exchange. We bind ourselves not to interfere with or trench upon such Geeras of Aujda (provision or assignment), lands, etc., which may, in conformity to ancient custom, belong to our brethren or other persons. In this respect we will make no change, but should any dispute arise in either of the above cases, we will represent the same to the Agent and will conform to and abide by any orders we may receive on the subject consonant with justice. We will not, moreover, injure or oppress unjustly any respectable bankers, Brahmins, or poor persons who reside in our villages.

ARTICLE 9.

We will not in any way molest merchants or travellers frequenting the country, but will efficiently preserve and keep the peace of the highway.

Should any injury be sustained (by them) within our limits, we will produce the person or persons who occasioned it or be responsible for the same. We promise not to levy more Guddhaee, or other dues, from merchants than those which are sanctioned by long and ancient usage. On this point we will not enter into any further discussion hereafter.

ARTICLE 10.

We will afford protection to any person dependant on or in the service of government or to any detachments of government troops (Serinjam) who may halt within our limits, and will furnish guides to escort them in safety beyond our boundaries. In this matter we will not fail to act in conformity with the custom of the country (Moolk Sirishta).

ARTICLE 11.

We will discharge any Sebundy, whether of horse or foot, Scindians, Arabs, Mukranees, or Purdesees who may at present be in our employ, and will not hereafter entertain in our service any such descriptions of foreign mercenaries, either of horse or foot, nor will we permit any one to do so. If from this time it is proved that we act contrary to this stipulation, we hold ourselves responsible for doing so and liable to be fined, or to undergo any other punishment the Government may inflict.

ARTICLE 12.

In conformity with the wishes of the government of the Honourable Company, we will not permit the open or concealed import or export of opium unaccompanied by a permit or seal (Châp). On this point we will adopt efficient arrangements within our limits, and should we discover any illicit opium, we will seize it and report the circumstances to the government. We will, moreover, act up to any arrangements adopted in future by government for regulating the trade in opium.

ARTICLE 13.

We will conduct ourselves in conformity to any orders we may receive from the government independent of the above Articles; and should government require the presence of any one for the purpose of giving evidence in any matter or transaction under investigation, we promise to produce the person so required.

ARTICLE 14.

Should a Mehta and Peon be stationed in our village on the part of government for the purpose of observing and reporting the due observance of the present agreement, we promise to make them acquainted with every occurrence, and to furnish them such accounts faithfully as it may be usual for government to demand.

ARTICLE 15.

This engagement is binding on us and on our descendants from generation to generation in perpetuity, wherefore, on our decease, should a son

survive us, we stipulate that he succeed to the management of our estate with the knowledge and sanction of government. In case of our having no son and heir, and we wish to provide ourselves with one by adoption, we promise to represent our wishes to government and abide by its orders on the subject.

In this manner we have entered into these fifteen Articles of Agreement, and will conduct ourselves in conformity to the same peaceably for ever and ever, or submit to any punishment government may award for any infraction thereof. We pledge our Wuttun lands, Geeras, and other property as security for their due observance. We also furnish as perpetual securities for our good behaviour, personal appearance, and that we will act in strict conformity to what is written above, the Baroots Humeer Sing Davee Sing, and Mehtab Sing Kaleedas, inhabitants of the village of Kunjeree, of the Hallole pergunnah, and as our perpetual counter-securities, Puggee Jeet Sing Puttoobhye (proprietor) of the village of Surnej, of the Wangdra pergunnah, Puggee Narrainbhye Udeh Sing (proprietor) of the village of Bakrolle, of the same pergunnah, and Baria Uwul Sing (proprietor) of the village of Sakurda, of the Baroda pergunnah; they will observe their part of this contract and oblige us to do so for ever and ever in perpetuity, for which their property is held responsible.

(Sd.) THAKOOR KESREE SING.
ABEH SING (what is written is genuine)
for himself, his son DEEP SING, brethren,
dependants, and all under his authority.

Declaration made by the Baroots becoming securities.

We declare that of our own free will and accord we become security for the good behaviour and personal bail for the parties entering into the above engagement.

(Sd.) BAROOT HUMEER SING DAVEE SING.
„ BAROOT MEHTAB SING KALEEDAS,
of the village of Kunjeree.

Declaration made by the persons becoming counter-securities.

We, of our own free will, and in perfect possession of our senses, become counter-security, in perpetuity, year by year and from generation to generation, to the government for the peaceable and proper observance of what is subscribed to above. We will abide by the same and cause it to be duly kept. If our principal does not act in conformity with what he has subscribed to, and does not afford the satisfaction demanded by government, we either collectively or individually are responsible for him, and pledge our possessions and property as security for being so.

This declaration is sincere and true.

(Sd.) PUGGEE JEET SING PUTTOOBHYE, of Surnej.
„ PUGGEE NARRAINBHYE UDEH SING, of Bakrolle.
„ BARIA BAWABHYE UWUL SING, of Sakurda.

APPENDICES.

APPENDIX

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

No.	Names of States and Talukas.	Class of Jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka (1901 census).	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Govt. rupees.
1	2	3	4	5	6	7
	JHALAWAD PRANT.					
	Jurisdictional.					
1	Dhrangadhra	1st	1	134	5,71,000 0 0	45,302 0 0
2	Limbdi	2nd	1	B 47	2,50,000 0 0	48,102 0 0
3	Wadhwan	2nd	1	32	4,34,000 0 0	*26,242 0 0
4	Than-Lakhtar	3rd	1	51	79,500 0 0	6,949 0 0
5	Saela	3rd	1	39	75,000 0 0	17,397 0 0
6	Chuda	3rd	1	14	91,000 0 0	...
7	Muli A	4th	1	20	89,000 0 0	8,251 0 0
8	Bajana	4th	1	27	77,000 0 0	7,980 0 0
9	Patri	4th	1	7	20,000 0 0	5,235 0 0
10	Vanod A	5th	1	13	41,300 0 0	1,953 0 0
11	Bhoika-Jhala Chandrasingji (Other shareholders have no jurisdiction.)	6th	1	3	2,000 0 0	1,759 0 0
12	Rai-Sankli	6th	1	2	5,200 0 0	...
13	Rajpur	6th	1	3	24,000 0 0	2,597 0 0
14	Vadod A	6th	1	3	21,000 0 0	1,439 0 0
15	Chotila-Khachar Surag Sadul (Other shareholders have no jurisdiction.)	6th	8	34	34,503 0 0	...
16	Sanosra	6th	1	3	6,000 0 0	...
17	Anandpur— Khachar Jiva Mesur A „ Desa Bhoj (Other shareholders have no jurisdiction.)	6th	6	36	39,300 0 0	206 0 0
18	Dasada Malek Jenkhan (Other shareholders have no jurisdiction.)	6th	6	22	1,42,600 0 0	12,968 0 0

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in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905.

PRESENT PAYMENT IN GOVERNMENT RUPEES.					
British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.	REMARKS.
8	9	10	11	12	13
40,671 0 0	...	4,006 0 0	...	44,677 0 0	
44,128 0 0	...	1,390 0 0	15 13 0	45,533 13 0	
25,922 8 0	...	2,682 0 0	87 0 8	28,691 8 8	* Including Rs. 6 on account of "Vatav" C.
6,763 0 0	...	464 0 0	124 0 0	7,351 0 0	
15,001 0 0	...	510 0 0	...	15,511 0 0	
6,324 0 0	...	676 0 0	113 6 5	7,113 6 5	
7,501 0 0	...	1,853 0 0	...	9,354 0 0	
7,880 0 0	...	...	57 10 0	7,937 10 0	
3,219 4 0	...	...	...	3,219 4 0	
1,953 0 0	...	...	...	1,953 0 0	
1,759 0 0	...	...	94 3 9	1,853 3 9	
556 0 0	382 0 0	...	...	938 0 0	
2,412 0 0	...	186 0 0	...	2,598 0 0	
1,252 0 0	...	278 0 0	...	1,530 0 0	
‡652 0 0	...	221 8 0	24 9 4	898 1 4	‡ Including Rs. 9-8-0 on account of "Vatav."
*186 0 0	...	51 0 0	...	237 0 0	* Including Rs. 17 on account of "Vatav."
†715 0 0	...	205 0 0	...	920 0 0	† Including Rs. 65 on account of "Vatav."
12,968 0 0	...	...	23 4 0	12,991 4 0	

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

No.	Names of States and Talukas.	Class of Jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka (1901 census).	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Govt. rupees.
1	2	3	4	5	6	7
	JHALAWAD PRANT—*contd.*					
	Non-Jurisdictional.					
19	Paliad	...	7	17	42,000 0 0	...
20	Khambhlav	...	3	2	3,500 0 0	730 0 0
21	Gedee	...	2	2	2,700 0 0	1,200 0 0
22	Kantharia	...	5	2	3,400 0 0	1,491 0 0
23	Darod	...	2	1	900 0 0	366 0 0
24	Jakhan	...	2	1	600 0 0	242 0 0
25	Kamalpur	...	2	1	400 0 0	776 0 0
26	Sahuka	...	1	1	400 0 0	519 0 0
27	Bhalgamda	...	3	3	1,900 0 0	1,400 0 0
28	Karol	...	2	2	2,500 0 0	703 0 0
29	Vanala	...	2	1	1,200 0 0	396 0 0
30	Untadi	...	2	1	2,700 0 0	493 0 0
31	Ankewalia	...	2	3	10,200 0 0	1,300 0 0
32	Khandia	...	2	1	4,300 0 0	806 0 0
33	Laliad	...	2	1	3,300 0 0	362 0 0
34	Samla	...	4	2	2,200 0 0	959 0 0
35	Chachana	...	1	1	500 0 0	318 0 0
36	Chhalala	...	2	1	600 0 0	971 0 0
37	Karmad	...	1	1	3,500 0 0	140 0 0
38	Dudhrej	...	3	2	13,300 0 0	1,102 0 0
39	Jhampodad	...	3	1	5,000 0 0	138 0 0
40	Talsana	...	2	7	20,300 0 0	913 0 0
41	Munjpur	...	3	1	4,500 0 0	603 0 0
42	Vana	...	6	3	52,000 0 0	3,715 0 0
43	Bhadvana	...	3	2	9,000 0 0	998 0 0
44	Tavi	...	2	1	6,000 0 0	310 0 0
45	Kesharia	...	2	1	1,000 0 0	278 0 0
46	Devalia	...	2	2	8,000 0 0	467 0 0
47	Bhathan	...	2	1	3,500 0 0	641 0 0
48	Jhamar	...	2	1	18,000 0 0	464 0 0
49	Bhalala	...	3	1	3,200 0 0	474 0 0
50	Palali	...	2	2	2,000 0 0	357 0 0
51	Kherali	...	3	2	26,300 0 0	678 0 0
52	Gundiali	...	1	2	22,200 0 0	1,408 0 0
53	Mewasa	...	2	6	8,400 0 0	...
54	Sejakpur	...	3	4	10,000 0 0	...
55	Bhimora	...	2	11	12,800 0 0	...

in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905—contd.

Present payment in Government rupees.					Remarks.
British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.	
8	9	10	11	12	13
907 0 0	...	306 0 0	...	1,213 0 0	
730 0 0	...	139 0 0	...	869 0 0	
1,200 0 0	...	139 0 0	..	1,339 0 0	
1,491 0 0	...	208 0 0	89 1 9	1,788 1 9	
366 0 0	...	50 0 0	...	416 0 0	
242 0 0	...	46 0 0	...	288 0 0	
776 0 0	...	...	...	776 0 0	
519 0 0	...	65 0 0	...	584 0 0	
1,400 0 0	...	105 0 0	...	1,505 0 0	
703 0 0	...	93 0 0	..	796 0 0	
396 0 0	...	...	...	396 0 0	
493 0 0	...	46 0 0	...	539 0 0	
1,300 0 0	...	226 0 0	...	1,526 0 0	
806 0 0	...	81 0 0	13 4 2	900 4 2	
362 0 0	...	...	...	362 0 0	
959 0 0	...	104 0 0	...	1,063 0 0	
318 0 0	...	...	...	318 0 0	
971 0 0	...	78 0 0	73 4 10	1,122 4 10	
140 0 0	...	32 0 0	59 6 7	231 6 7	
1,102 0 0	...	97 0 0	...	1,199 0 0	
138 0 0	...	...	...	138 0 0	
913 0 0	...	139 0 0	...	1,052 0 0	
603 0 0	...	...	...	603 0 0	
3,715 0 0	...	278 0 0	...	3,993 0 0	
998 0 0	...	83 0 0	..	1,081 0 0	
310 0 0	...	25 0 0	...	335 0 0	
278 0 0	...	...	...	278 0 0	
467 0 0	...	56 0 0	...	523 0 0	
641 0 0	...	60 0 0	...	701 0 0	
464 0 0	...	...	...	464 0 0	
474 0 0	...	...	...	474 0 0	
357 0 0	...	46 0 0	...	403 0 0	
678 0 0	...	...	...	678 0 0	
1,408 0 0	...	...	...	1,408 0 0	
†445 0 0	...	114 0 0	...	559 0 0	†Including Rs. 40 on account of "Vatav."
316 8 0	...	116 0 0	...	432 8 0	
‡307 0 0	...	63 0 0	...	371 0 0	‡Including Rs. 28-8-0 on account of "Vatav."

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

No.	Names of States and Talukas.	Class of Jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka (1911 census).	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Govt. rupees.
1	2	3	4	5	6	7
	JHALAWAD PRANT—*concld.*					
	Non-Jurisdictional—concld.					
56	Chobari	...	2	3	4,200 0 0	...
57	Bamanbore	...	1	4	4,000 0 0	...
58	Ramparda	...	2	1	1,200 0 0	...
59	Matra-timba	...	1	1	2,000 0 0	...
60	Bharejda	...	2	1	3,000 0 0	...
61	Sudamda-Dhandhalpur . . .	...	6	17	42,000 0 0	..
62	Vithalgadh	...	1	6	11,700 0 0	...
63	Jhinjhuwada A	...	9	17	75,900 0 0	11,120 0 0
64	Rozwa A	...	3	1	6,500 0 0	...
	Total .	...	155	635	24,65,200 0 0	2,23,218 0 0
	SORATH PRANT.					
	Jurisdictional.					
1	Junagadh	1st	1	818	24,00,000 0 0	72,680 0 0
2	Porbandar	1st	1	97	5,18,000 0 0	28,201 0 0
3	Jafarabad D	2nd	1	12	70,000 0 0	.....
4	Bantwa—					
	Manavadar A	3rd	3	56	3,11,000 0 0	29,642 0 0
	Sardargadh	5th			1,16,000 0 0	
	Khan Shri Sher Bulandkhanji Kustamkhanji.	5th			1,08,000 0 0	
	Nyayadhis in Majmu villages .	5th			30,300 0 0	

in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905—contd.

Present payment in Government rupees.					Remarks.
British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.	
8	9	10	11	12	13
*154 0 0	...	45 0 0	...	199 0 0	* Including Rs. 14 on account of "Vatav."
§76 0 0	...	...	...	76 0 0	§ Including Rs. 7 on account of "Vatav."
75 0 0	...	...	...	75 0 9	
¶290 0 0	...	72 0 0	...	362 0 0	¶ Iclulding Rs. 26 on account of "Vatav."
94 0 0	...	...	31 12 0	125 12 0	
2,381 0 0	...	743 0 0	...	3,124 0 0	
...	...	...	...	...	
11,073 8 0	...	..	...	11,073 8 0	
..	...	...	...	...	
2,21,700 4 0	382 0 0	16,457 0 0	836 12 6	2,39,376 0 6	
		...			
28,394 0 0	37,210 0 0	...	...	65,604 0 0	
21,202 0 0	7,196 0 0	5,106 0 0	...	48,504 0 0	
E 15,000 0 0					
...	...	..	...	...	
29,642 0 0	...	...	...	29,642 0 0	

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

No.	Names of States and Talukas.	Class of Jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka (1901 census).	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Govt. rupees.
1	2	3	4	5	6	7
	SORATH PRANT—*contd.*					
	Jurisdictional—concld.					
5	Jetpur-Bilkha—					
	Wala Laxman Meram . .	3rd			1,25,000 0 0	
	„ Bawa Jivna . . .	3rd			1,53,000 0 0	
	„ Mulu Surag . . .	4th			60,000 0 0	
	„ Naja Kala A . . .	4th			1,68,000 0 0	
	„ Godad Punja . . .	5th			67,000 0 0	
	„ Ala Bhima . . .	5th			85,000 0 0	
	„ Bhima and Giga Desa A.	5th			79,000 0 0	
	Taluka Court . . .	5th			.....	
	Wala Jasa Rukhad A. . .	6th	21	145	74,000 0 0	53,823 0 0
	„ Unad, Valera and Giga Rana of Chital A.	6th			32,000 0 0	
	„ Bhabhabhai A . .	6th			29,500 0 0	
	„ Punja and Giga Loma A	6th			30,600 0 0	
	„ Bhima Valera . .	6th			42,500 0 0	
	„ Mansia and Desa Nag A	6th			33,300 0 0	
	„ Giga Hipa A. . .	7th			30,900 0 0	
	(Other shareholders have no jurisdiction.)					
	Vasavad	5th	8	4	34,000 0 0	.....
7	Dedan—					
	Kotila Unad Bhan A .	6th	4	12	24,000 0 0	.....
	„ Surag Bhan A . .	6th				
	(Other shareholders have no jurisdiction.)					
8	Vichhavad	6th	2	1	4,000 0 0	.....
9	Kuba	6th	3	1	4 000 0 0	.....
10	Amreli H. H. the Gaekwar . .	...	...	...	.....	4,823 0 0
11	Bigasra—					
	Vala Ram Harsur A . . .	6th	1	5	60,000 0 0	.....
	Wala Vajsur Valera . .	5th	1	4	40,500 0 0	
	(Other shareholders have no jurisdiction.)	...	4	9	53,000 0 0	
	Non-Jurisdictional.					
12	Jamka	...	...	1	6,000 0 0	.....
13	Lakhapadar	...	...	1	5,200 0 0	.....

in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905— contd.

Present payment in Government rupees.					Remarks.
British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.	
8	9	10	11	12	13
50,262 0 0	11,190 5 0 13,974 8 0	3,796 0 0	...	59,222 13 0	
*766 0 0	...	...	...	766 0 0	* Including Rs. 70 on account of "Vatav."
...	2,956 0 0	...	...	2,956 0 0	
...	...	...	...	...	
...	...	...	...	...	
1,621 0 0	...	7,492 8 0	...	9,113 8 0	
...	2,554 0 0	1,544 0 0	...	4,098 0 0	
...	185 0 0	...	...	185 0 0	
...	154 0 0	24 0 0	...	178 0 0	

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

No.	Names of States and Talukas.	Class of Jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka (1901 census).	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Govt. rupees.
1	2	3	4	5	6	7
	SORATH PRANT—*concld.*					
	Non-Jurisdictional—concld..					
14	Kaner	...	1	1	2,800 0 0	..
15	Kathrota	...	1	1	3,000 0 0	...
16	Khijadia-Nayani	...	1	1	3,100 0 0	...
17	Garamli-Nani	...	1	1	2,600 0 0	...
18	Garamli-Moti	...	1	1	6,100 0 0	...
19	Gadhia	...	2	2	7,000 0 0	...
20	Charkha	...	4	2	36,600 0 0	...
21	Dholarwa	...	1	1	11,800 0 0	..
22	Manavav	..	1	1	7,900 0 0	...
23	Monvel	...	2	4	42,200 0 0	...
24	Vekaria	...	1	1	7,700 0 0	...
25	Waghavdi	...	1	1	2,000 0 0	...
26	Halaria	..	3	4	14,500 0 0	...
27	Silana	...	2	1	7,000 0 0	...
28	Dahida	...	6	3	10,000 0 0	..
29	Gigasaran	...	4	1	8,000 0 0	...
	Total	...	85	1,192	76,06,100 0 0	1,89,169 0 0
	HALAR PRANT.					
	Jurisdictional.					
1	Nawanagar	1st	1	669	20,00,000 0 0	1,15,267 0 0
2	Morvi	1st	1	141	11,68,000 0 0	58,470 0 0
3	Gondal	1st	1	174	15,60,000 0 0	1,10,113 0 0
4	Vankaner	2nd	1	102	3,07,500 0 0	17,422 0 0
5	Dhrol	2nd	1	68	1,68,000 0 0	9,552 0 0
6	Rajkot A	2nd	1	61	4,16,500 0 0	18,991 0 0
7	Virpur	4th	1	13	58,600 0 0	3,418 0 0
8	Malia A	4th	1	17	1,13,000 0 0	...
9	Kotda-Sangani	4th	1	20	1,23,000 0 0	10,189 0 0
10	Mengani A	5th	1	8	32,500 0 0	3,412 0 0
11	Gavridad	5th	1	6	15,700 0 0	1,011 0 0
12	Kotharia	5th	1	6	24,400 0 0	948 0 0

in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905—contd.

PRESENT PAYMENT IN GOVERNMENT RUPEES.					
British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.	REMARKS.
8	9	10	11	12	13
...	195 0 0	...	...	195 0 0	
...	52 0 0	...	...	52 0 0	
...	52 0 0	...	...	52 0 0	
...	194 0 0	...	...	194 0 0	
...	196 0 0	24 0 0	...	220 0 0	
...	274 0 0	21 0 0	...	295 0 0	
...	503 0 0	38 0 0	...	541 0 0	
...	103 0 0	23 0 0	...	126 0 0	
...	149 0 0	23 0 0	...	172 0 0	
...	312 15 0		...	312 15 0	
...	54 12 0	...	...	54 12 0	
...	135 0 0	19 0 0	...	154 0 0	
...	102 0 0	77 0 0	...	179 0 0	
...	102 0 0	...		102 0 0	
...	...	...	...	...	
...	...	...	...	...	
1,46,887 0 0	57,844 8 0	18,187 8 0	...	2,22,919 0 0	
*50,312 0 0	64,924 0 0	4,857 0 0	...	1,20,093 0 0	* Including Rs. 16 on account of "Vatav."
9,263 0 0	49,208 0 0	3,088 0 0	...	61,559 0 0	
49,006 0 0	60,017 0 0	608 0 0	...	1,10,721 0 0	
17,422 0 0	...	1,457 0 0	...	18,879 0 0	
...	9,552 0 0	679 0 0	...	10,231 0 0	
18,991 0 0	...	2,330 0 0	..	21,321 0 0	
3,418 0 0	...	696 0 0	...	4,114 0 0	
...	1,182 0 0	185 0 0	...	1,367 0 0	
10,189 0 0	...	1,427 0 0	...	11,616 0 0	
3,412 0 0	...	...	..	3,412 0 0	
1,011 0 0	...	610 0 0	...	1,621 0 0	
948 0 0	...	298 0 0	...	1,246 0 0	

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

No.	Names of States and Talukas.	Class of Jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka (1901 census).	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Govt. rupees.
1	2	3	4	5	6	7
	HALAR PRANT—*concld.*					
	***Jurisdictional*—concld.**					
13	Pal	5th	1	5	14,500 0 0	1,253 0 0
14	Gadhka	5th	1	5	15,800 0 0	643 0 0
15	Jalia-Dewani	5th	1	10	22,500 0 0	2,657 0 0
16	Lodhika—					
	Jadeja Harising A	5th	2	12	40,000 0 0	1,287 0 0
	,, Ratansing P	5th				
17	Rajpara	6th	1	9	14,500 0 0	3,663 0 0
18	Bhadwa A	6th	1	4	16,000 0 0	1,394 0 0
19	Shapur	6th	1	4	15,000 0 0	463 0 0
20	Khirasra A	7th	1	13	17,600 0 0	2,366 0 0
21	Vadali A	7th	1	1	1,700 0 0	246 0 0
	Non-Jurisdictional.					
22	Sisang-Chandli	...	5	2	20,500 0 0	488 0 0
23	Virwa	...	1	1	1,600 0 0	149 0 0
24	Kankasali	...	2	1	3,400 0 0	84 0 0
25	Mawa	...	3	1	2,800 0 0	120 0 0
26	Kotda-Nayani	...	4	1	9,900 0 0	542 0 0
27	Kanpur-Ishvaria	...	4	2	17,500 0 0	...
28	Baldhoi	...	2	1	8,200 0 0	...
29	Dhrafa	...	9	24	63,000 0 0	3,706 0 0
30	Satodad	...	4	4	15,000 0 0	1,466 0 0
31	Amrapar	...	3	2	8,300 0 0	511 0 0
32	Mulila-Deri	...	5	7	19,500 0 0	...
	Total	...	64	1,394	63,14,500 0 0	3,69,831 0 0
	GOHELWAD PRANT.					
	Jurisdictional.					
1	Bhavnagar F	1st	1	666	33,62,000 0 0	76,156 0 0
2	Palitana A	2nd	1	91	6,20,000 0 0	7,873 0 0
3	Vala	3rd	1	40	1,75,000 0 0	6,615 0 0
4	Jasdan	3rd	1	56	2,50,000 0 0	7,713 0 0

in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905—contd.

PRESENT PAYMENT IN GOVERNMENT RUPEES.					
British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.	REMARKS.
8	9	10	11	12	13
1,253 0 0	...	394 0 0	...	1,647 0 0	
643 0 0	...	202 0 0	...	845 0 0	
...	1,181 12 0	370 0 0	...	1,551 12 0	
1,287 0 0	...	405 0 0	...	1,692 0 0	
2,922 0 0	...	241 0 0	...	3,163 0 0	
1,394 0 0	...	238 0 0	...	1,632 0 0	
464 0 0	...	146 0 0	...	610 0 0	
2,366 0 0	...	350 0 0	...	2,716 0 0	
246 0 0	...	78 0 0	...	324 0 0	
720 0 0	...	226 0 0	...	946 0 0	
149 0 0	...	44 0 0	...	193 0 0	
84 0 0	...	27 0 0	...	111 0 0	
120 0 0	...	38 0 0	...	158 0 0	
...	542 0 0	145 0 0	...	687 0 0	
*230 0 0	...	117 0 0	...	347 0 0	* Including Rs. 21 on account of "Vatav."
†204 0 0	...	58 0 0	...	262 0 0	† Including Rs. 19 on account of "Vatav."
3,706 0 0	...	1,165 0 0	...	4,871 0 0	
1,466 0 0	...	461 0 0	...	1,927 0 0	
511 0 0	...	...	...	511 0 0	
1,279 0 0	...	175 0 0	...	1,454 0 0	
1,83,106 0 0	1,87,606 12 0	21,115 0 0	...	3,91,827 12 0	
T*153 0 0	...	...	...	...	* Includes Rs. 14 on account of "Vatav."
S†75,907 0 0	...	...	...	...	† Including Rs. 6,901 on account of "Vatav."
J52,000 0 0	3,581 8 0	22,858 0 0	...	1,54,499 8 0	
...	7,874 0 0	2,490 0 0	...	10,364 0 0	
...	6,854 0 0	2,348 0 0	...	9,202 0 0	
‡ 7,694 8 0	394 0 0	2,572 0 0	...	10,660 8 0	‡ Including Rs. 33 on account of "Vatav."

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

No.	Names of States and Talukas.	Class of Jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka (1901 census).	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Govt. rupees.
1	2	3	4	5	6	7
	GOHELWAD PRANT—*contd.*					
	Jurisdictional—contd.					
5	Lathi A	4th	1	9	1,17,000 0 0	516 0 0
6	Kota-Pitha—					
	Vala Loma Matra	6th				
	,, Deva Rukhad A	6th				
	,, Bhoj Dessa	6th	5	11	60,000 0 0	4,850 0 0
	,, Laxman Amra	6th				
	,, Harsur Surag	6th				
7	Bhadli Khachar Champraj (Other shareholders have no jurisdiction.)	6th	6	16	29,800 0 0	..
8	Kariana—					
	Khachar Luna Dewait	7th	6	9	19,000 0 0	...
	,, Mulu Bhoj	7th				
	(Other shareholders have no jurisdiction.)					
9	Itaria Gadhala A	6th	1	2	7,600 0 0	...
10	Khambhala—					
	Khachar Ghela Rukhad (Other shareholders have no jurisdiction.)	6th	3	4	15,600 0 0	...
	Non-Jurisdictional.					
11	Babra	...	6	6	83,000 0 0	...
12	Derdee-Janbai	...	3	1	6,000 0 0	...

in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905—contd.

PRESENT PAYMENT IN GOVERNMENT RUPEES.					
British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.	REMARKS.
8	9	10	11	12	13
G	711 0 0	1,146 0 0	...	1,857 0 0	
4,850 0 0	...	728 0 0	...	5,578 0 0	
†1,101 0 0	...	256 0 0	...	1,357 0 0	† Including Rs. 100 on account of "Vatav."
‡850 0 0	...	307 0 0	...	1,157 0 0	‡ Including Rs. 77 on account of "Vatav."
*252 0	...	83 0 0	...	335 0 0	* Including Rs. 23 on account of "Vatav."
§406 8 0	...	118 0 0	...	524 8 0	§ Including Rs. 38 on account of "Vatav."
...	..	...	...	...	
...	...	...	...	..	

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

No.	Names of States and Talukas.	Class of Jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka (1901 census).	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Govt. rupees.
1	2	3	4	5	6	7
	GOHELWAD PRANT—*contd.*					
	Non-Jurisdictional—contd.					
13	Randhia	..	1	1	7,300 0 0	...
14	Akadia	...	4	1	2,100 0 0	...
15	Nilvala	...	2	1	2,700 0 0	511 0 0
16	Khijadia	...	1	1	4,100 0 0	...
17	Bildi	...	1	1	4,000 0 0	...
18	Kamadhia	...	1	1	9,800 0 0	...
19	Songadh Vachhani	...	3	1	2,000 0 0	344 0 0
20	Limbda	...	3	4	30,000 0 0	934 0 0
21	Vavdi-Dharvala	...	5	4	11,000 0 0	1,296 0 0
22	Bhojavadar	...	2	1	7,500 0 0	411 0 0
23	Samadhiala-Chhabhadia	...	5	2	13,000 0 0	1,190 0 0
24	Khijadia-Dossaji	...	2	1	2,400 0 0	391 0 0
25	Vangadhra	...	1	1	2,200 0 0	79 0 0
26	Gadhula	...	2	1	1,200 0 0	168 0 0
27	Katodia-Vachhani	...	2	1	1,500 0 0	193 0 0
28	Panchavda	...	1	1	1,500 0 0	256 0 0
29	Toda	...	2	2	2,600 0 0	271 0 0
30	Vavdi	...	1	3	3,0 0 0 0	296 0 0
31	Chamardi	...	3	1	8,000 0 0	765 0 0
32	Pachhegam-Devani	...	2	3	23,600 0 0	2,756 0 0
33	Chitravav	...	1	1	2,100 0 0	491 0 0
34	Ramanka	...	2	1	2,900 0 0	709 0 0
35	Vadod	...	2	1	1,900 0 0	940 0 0
36	Alampur	...	1	1	3,000 0 0	1,235 0 0
37	Dhola	...	1	1	900 0 0	325 0 0
38	Gadhali	...	3	3	9,000 0 0	1,699 0 0
39	Samadhiala (Charan)	...	2	1	900 0 0	...
40	Ratanpur (Dhamanka)	...	3	2	3,900 0 0	750 0 0
41	Datha	...	2	24	24,000 0 0	4,664 0 0
42	Chok	...	2	2	6,800 0 0	...
43	Aeyavej	...	2	2	5,200 0 0	...
44	Ranigam	...	2	1	9,400 0 0	...
45	Morchopna	...	1	1	2,000 0 0	...
46	Gandhol	...	1	1	2,000 0 0	...
47	Jalia Amraji	...	1	1	2,500 0 0	...
48	Rohisala	...	2	1	3,000 0 0	...

in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905 contd.

Present payment in Government rupees.					
British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.	Remarks.
8	9	10	11	12	13
...	...	...	...	...	
*129 0 0	...	25 0 0	...	154 0 0	* Including Rs. 12 on account of "Vatav."
†511 0 0	...	154 0 0	...	665 0 0	† Including Rs. 46 on account of "Vatav."
...	...	...	...	...	
...	...	...	...	...	
377 0 0	...	...	...	377 0 0	
...	503 0 0	69 0 0	...	572 0 0	
...	934 0 0	278 0 0	...	1,212 0 0	
...	1,296 0 0	234 0 0	...	1,530 0 0	
...	411 0 0	139 0 0	...	550 0 0	
...	1,891 0 0	389 0 0	...	2,280 0 0	
...	380 0 0	47 0 0	...	427 0 0	
...	79 0 0	25 0 0	...	104 0 0	
...	168 0 0	28 0 0	...	196 0 0	
...	193 0 0	28 0 0	...	221 0 0	
...	204 0 0	37 0 0	...	241 0 0	
...	147 8 0	28 0 0	...	175 8 0	
...	298 0 0	56 0 0	...	354 0 0	
...	765 0 0	93 0 0	...	858 0 0	
...	2,123 0 0	679 0 0	...	2,802 0 0	
...	491 0 0	38 0 0	...	529 0 0	
...	574 0 9	98 0 0	...	672 0 0	
...	940 0 0	162 0 0	...	1,102 0 0	
...	1,215 0 0	162 0 0	...	1,397 0 0	
...	325 0 0	59 0 0	...	384 0 0	
...	1,699 0 0	301 0 0	...	2,000 0 0	
...	...	...	...	...	
...	750 0 0	153 0 0	...	903 0 0	
...	5,099 0 0	299 0 0	...	5,398 0 0	
...	394 0 0	23 0 0	...	417 0 0	
...	282 0 0	8 0 0	...	290 0 0	
...	714 0 0	...	...	714 0 0	
...	154 0 0	9 0 0	...	163 0 0	
...	103 0 0	8 0 0	...	111 0 0	
...	128 0 0	8 0 0	...	136 0 0	
...	103 0 0	8 0 0	...	111 0 0	

Statement of Separate Jurisdictional and Non-Jurisdictional States amount of tribute, etc., paid by them

No.	Names of States and Talukas.	Class of Jurisdiction.	Number of independent tribute payers.	Number of villages in each Taluka (1901 census).	Estimated gross revenue in Rupees.	Amount of perpetual settlement concluded by Colonel Walker reduced to Govt. rupees.
1	2	3	4	3	6	7
	GOHELWAD PRANT—*concld.*					
	Non-Jurisdictional—concld.					
49	Pah	...	2	1	2,500 0 0	...
50	Bodanoness	...	1	1	1,200 0 0	...
51	Sevdivadar	...	1	1	1,100 0 0	...
52	Sanala	...	2	1	4,000 0 0	...
53	Samadhiala	...	2	1	5,200 0 0	...
54	Rajpara	...	2	1	3,000 0 0	...
55	Chiroda	...	1	1	2,500 0 0	..
56	Vijanoness	...	1	1	750 0 0	...
57	Vadal	...	2	1	3,000 0 0	...
58	Dedarda	...	2	1	4,500 0 0	...
59	Jalia-Manaji	...	1	1	3,000 0 0	...
60	Kanjarda	...	1	1	1,500 0 0	...
61	Bhandaria		3	1	4,000 0 0	...
62	Satanoness	...	1	1	1,500 0 0	...
63	Junapadar	...	1	1	900 0 0	...
	Total	..	130	1,002	50,08,650 0 0	1,25,197 0 0
	GRAND TOTAL	...	434	4,223	2,13,94,450 0 0	9,07,415 0 0

A. Under Agency management.
B. Besides these 47 villages Limbdi has 28 villages in the Ahmedabad Collectorate.
C. "Vatav" means the difference between Surti Rupees and Company Rupees.
D. Jafarabad State receives 360 Rals from the Junagadh State.

AB

No.	Name of Prants.	No. of Talukas in each Prant.	No. of Independent tribute payers.	No. of villages in each Prant.	Estimated gross revenue.	Amount of perpetual settlement concluded by Colonel Walker reduced to Government Rupees.
1	Jhalawad	64	155	635	24,65,200 0 0	2,23,218 0 0
2	Sorath	29	85	1,192	76,06,100 0 0	1,80,169 0 0
3	Halar	32	64	1,394	63,14,500 0 0	3,69,831 0 0
4	Gohelwad	63	130	1,002	50,08,650 0 0	1,25,197 0 0
	Total	188	434	4,223	2,13,94,450 0 0	9,07,415 0 0

in the Province of Kathiawar showing the gross revenue of each and the corrected up to 31st December 1905—concld.

Present payment in Government rupees.					Remarks.
British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.	
8	9	10	11	12	13
...	307 0 0	12 0 0	...	319 0 0	
...	103 0 0	9 0 0	...	112 0 0	
...	52 0 0	8 0 0	...	60 0 0	
...	307 0 0	15 0 0	...	322 0 0	
...	510 0 0	8 0 0	...	518 0 0	
...	256 0 0	18 0 0	...	274 0 0	
...	123 0 0	12 0 0	...	135 0 0	
...	31 0 0	...	...	31 0 0	
...	154 0 0	...	...	154 0 0	
...	103 0 0	...	...	103 0 0	
...	31 0 0	...	...	31 0 0	
...	128 0 0	...	...	128 0 0	
...	307 0 0	15 0 0	...	322 0 0	
...	103 0 0	6 0 0	...	109 0 0	
...	42 0 0	8 0 0	...	50 0 0	
1,44,231 0 0	44,355 0 0	36,662 0 0	...	2,25,248 0 0	
6,95,924 4 0	2,90,188 4 0	92,421 8 0	836 12 6	10,79,370 12 6	

E. Government receives Rs. 15,000 as share in the customs of Porbandar.
F. In Bhavnagar, under column 8 T denotes Tribute, S Subsidy, and J Jama.
G. Lathi does not pay British Tribute but gives to the Gaekwar Government one horse as Nazrana.

STRACT.

British Tribute.	Gaekwar's Tribute.	Junagadh Jortalbi.	Ahmedabad Sukhadi.	Total.
2,21,700 4 0	382 0 0	16,457 0 0	836 12 6	2,39,376 0 6
1,46,887 0 0	57,844 8 0	18,187 8 0	...	2,22,919 0 0
1,83,106 0 0	1,87,606 12 0	21,115 0 0	...	3,91,827 12 0
1,44,231 0 0	44,355 0 0	36,662 0 0	...	2,25,248 0 0
6,95,924 4 0	2,90,188 4 0	92,421 8 0	836 12 6	10,79,370 12 6

KATHIAWAR.

APPENDIX No. II—PAGE 79.

SUBSTANCE of a DRAFT of an AGREEMENT proposed to the PEISHWA'S Government by MR. ELPHINSTONE on the 15th March 1815.

It was formerly customary for the tribute of Kattywar and Mahee Kanta to be collected by the Peishwa and the Guikwar by sending forces into the province. This method was found inconvenient, because the expense of the armament was a deduction from the tribute, and also because the Kattees, being kept in a state of constant hostility by this system, continually retaliated by incursions into the parts of Guzerat belonging to the Mahratta State. To remove these evils, the Guikwar (being at that time Sirsoobehdar of Ahmedabad) resolved, on his own part and that of the Peishwa, to effect a permanent settlement by which the presence of troops should be no longer necessary. The British Government also resolved to concur in effecting this settlement, as well with a view to support its allies, the Peishwa and the Guikwar, as to secure its own dominions in Guzerat from the irregularities produced by the former state of things in Kattywar. Accordingly, in the year 1807, Sumwut 1863, a force of the Honourable Company's, with a body of horse of the Guikwar's, was sent into Kattywar, and engagements were concluded with the Chiefs of that country by the Guikwar's ministers, under the guarantee of the Honourable Company, the good effects of which have ever since been felt. Similar arrangements were afterwards made on the same principles in Mahee Kanta. His Highness the Peishwa having since resumed the farm of Ahmedabad from the Guikwar, it becomes necessary to draw up a memorandum of the course to be hereafter pursued.

ARTICLE 1.

The Honourable East India Company, having taken security for the payment of the tribute during the first ten years, engages, in case of failure by the Chiefs, to procure the payment of the tribute to His Highness the Peishwa from their securities until the end of the ten years, the Peishwa engaging to abstain from all interference with the Chiefs, and promising scrupulously to respect the engagements guaranteed by the Honourable Company.

ARTICLE 2.

The Chiefs shall send their vakeels to Ahmedabad to pay the Peishwa's share of the tribute, but no other claim of any description shall be advanced by the Sirsoobehdar, nor any authority exercised by him over the Chiefs or their ryots.

ARTICLE 3.

If it shall appear that there are any posts or forts belonging to His Highness the Peishwa in the Kattywar and Mahee Kanta, those shall be made over to His Highness, but His Highness shall maintain no garrisons in them which are not absolutely necessary for their ordinary defence, and shall not permit the garrisons to interfere with the people of the surrounding country.

ARTICLE 4.

The Peishwa's tribute shall be paid at Ahmedabad, agreeably to the ten years' settlement, and if the payment is interrupted, the British Government will procure its completion, and His Highness shall not, within the said ten years, interfere in the smallest particular with the Chiefs. If, after the expiration of that period, any Chief withhold his tribute, the British Government is no longer to be considered answerable for it, but it will concur with the Peishwa and the Guikwar in endeavouring to procure security for the tribute as before, so that it may be collected without expense. In the event of failure (in procuring security), the Guikwar and the Peishwa shall act in concert for the recovery of their tribute, and shall share the expense incurred in that operation; but as the British Government and the Guikwar would suffer from any disorders in Kattywar no less than the Peishwa, His Highness is to levy the tribute as at present fixed, and to make no additional demand; he is to send no troops into the country as long as that tribute is faithfully discharged, and is to respect the ancient rights of the Boomeeas as stated in the separate engagements.

ARTICLE 5.

Any representations which the British Resident at Baroda may make with a view to the preservation of the tranquillity of Kattywar and to the maintenance of the engagements made to the Chiefs, are to be attended to by the Sirsoobehdar.

(Sd.) M. ELPHINSTONE,
Resident at Poona.

SUBSTANCE of a DRAFT of an AGREEMENT proposed by the PEISHWA'S Government on the 5th of April, to be substituted for that presented by MR. ELPHINSTONE.

An annual tribute is due from the Boomeea zemindars of Kattywar to the Sircar and the Guikwar, to collect which the armies of both used annually to go into Kattywar and Mahee Kanta, in consequence of which, when Bhugwunt Rao Guikwar was Sirsoobehdar of Ahmedabad, he detached the army of the Sircar along with that of the Guikwar into Kattywar and Mahee

Kanta, at which time (in the Arabic year 1207) the Boomeeas represented to both, through the Honourable East India Company, that annual expeditions of the Sircar's force and that of the Guikwar into Kattywar and Mahee Kanta, for the purpose of collecting the tribute, was an occasion of permanent distress to the Boomeeas, and that they were therefore ready to enter into engagements for the regular payment of their annual tribute during ten years, after the expiration of which period another settlement should be made, without their being exposed to the distresses of a military incursion. On this representation the Sircar's Officer in charge of Ahmedabad and the Guikwar considered that the collection of the tribute from Kattywar and Mahee Kanta required an annual movement of the troops of both, whereby an expense was incurred for the pay of troops; and, moreover, that the countries of both in the province of Guzerat suffered from the depredations of the Boomeeas, by which the cultivation of the country was obstructed, and they considered that, by entering into agreements with the Boomeeas, the tribute would be paid without the employment of troops, and the Boomeeas would be prevented disturbing the territories of the Sircar and the Guikwar, and the lands assigned to the pay of the Honourable Company's battalions. In consideration of these circumstances, they granted written terms to the Boomeeas for ten years (taking the security of the Honourable English Company for the payment of the revenue during that period), and accepted of written engagements on the part of the Boomeeas.

At the expiration of the last Arabic year 1214, seven years of the period engaged for had expired, and during those seven years the tribute was regularly paid, according to the agreement, to the Soobehdar of Ahmedabad and the Guikwar, through the British Government, without the necessity of sending troops. In the present year the Sircar has removed Bhugwunt Rao Guikwar from the Soobeh of Ahmedabad, and has appointed Trimbuckjee Dainglia to the office; but as three years of the period fixed by the engagements contracted by the Sircar's Officer and the Guikwar are still unexpired, and as Mr. Elphinstone, the British Resident, represents that the engagements ought to be fulfilled by the Sircar, the following memorandum has been drawn up for the settlement of the remaining three years of the period to which the engagements extend.

ARTICLE 1.

Bhugwunt Rao Guikwar, the late farmer of the talooka of Ahmedabad, is to deliver to the Government the original papers containing the engagements of the Boomeeas, which he received through the British when he granted written terms to the Boomeeas, and he is to account for any money which he may have collected as Untust (secret bribes), Durbar Kherch (avowed gratifications), and the like, over and above the sums fixed by the engagements; the Boomeea zemindars are to come to Ahmedadad, and to remain in adherence (Roodjooa) to the officer of the Sircar, and during the three years that the engagements are to remain in force, they are to pay, under the security of the English, the money agreed for in the engagements entered into with the zemindars; and, moreover, they are to pay, under the

security of the English, the Untust and Durbar Kherch (bribes and gratifications) which they may have been in the habit of paying over and above the money fixed by the engagements.

ARTICLE 2.

Agents on the part of the Boomeeas are to be permanently stationed with the Sircar's officer at Ahmedabad, and to pay the money engaged for, together with the Untust and Durbar Kherch, etc., annually into the treasury at Ahmedabad, and to take receipts for the amount. Beyond that they are not to be molested. They are to conform to the pleasure of the Sircar.

ARTICLE 3.

Whatever forts the Sircar may possess in Kattywar and Mahee Kanta are to be given up to it with their stores, and garrisons are to remain in them on the Sircar's part for their defence; but the garrisons are not to oppress the ryots, and the Boomeeas are not to conduct themselves improperly towards the Killehdar.

ARTICLE 4.

It has been requested that the ancient practice of the Boomeeas, as stated in the separate engagements, may be adhered to; accordingly, the ancient practice shall be enquired into, and after that is ascertained, orders will be given accordingly.

ARTICLE 5.

Whenever disputes occur among the Boomeea zemindars of Kattywar and Mahee Kanta, in consideration of the security entered into by the British Government for the payment of the tribute, the British Resident at Baroda shall carry the Boomeeas to the Sircar's Officer at Ahmedadad and represent their differences, and shall act in such manner as may appear to them both most for the advantage of the Sircar.

ARTICLE 6.

The Guikwar claims money from the Sircar's districts on account of hay and corn (ghasdana); that money shall not be given to the Guikwar. The Boomeeas shall pay that money for hay and corn to the Sircar over and above their regular tribute.

ARTICLE 7.

After the expiration of the decennial arrangement no less tribute shall be taken than that fixed by the present engagements, but as much more as shall appear on enquiry to be obtainable.

(A true translation.)

(Sd.) M. ELPHINSTONE,
Resident at Poona.

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X

Nil.

Y

Nil.

Z

Nil.

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